

R E P L Y

OF THE

# BOARD OF TRUSTEES

OF THE

MINNESOTA HOSPITAL FOR INSANE,

To the Report of the Senate Special Committee Appointed to  
Investigate the Hospital.

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SUBMITTED TO THE SENATE JAN. 15, 1879, AND ORDERED PRINTED.

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MINNEAPOLIS;  
JOHNSON, SMITH & HARRISON.  
1879.

REPLY  
OF THE  
BOARD OF TRUSTEES  
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# Minnesota Hospital for Insane,

*To the Report of the Senate Special Committee appointed to investigate the  
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*To His Excellency, John S. Pillsbury, Governor of Minnesota.*

WHEREAS, The Senate Committee appointed at the last session of the Legislature to investigate certain charges against the management and expenditures of the Minnesota Hospital for Insane, have made and transmitted to you a majority report reflecting somewhat upon the management of said institution and containing numerous charges and accusations against the trustees thereof,

Now we, the undersigned Trustees of said Hospital, feeling ourselves aggrieved in the premises and confidently believing that all such charges and accusations can be satisfactorily explained or proven to be without foundation, do hereby, in justice to ourselves and the officers of said Hospital, and for the honor and reputation of that noble institution that has been intrusted to our care, beg leave to submit to Your Excellency the following statement of facts in relation to matters contained in said report, and respectfully ask that such statement may accompany said report when the same shall be transmitted by you to the Legislature.

Some of the facts herein set forth were before the committee but entirely ignored by them in their findings. Other facts were not presented to said committee for the reason that the Trustees were not permitted to be represented in said investigation before said committee, nor allowed to be present at their meetings until said investigation was nearly completed. And hence the necessity of submitting this statement to you and through you to the Legislature rather than to have presented the facts considered therein to said committee. Such refusal compelling us either to submit to the conclusions of said committee in reference to matters upon which we have had no opportunity to be heard, or to present our defence in this imperfect way to the Legislature, and in this connection it will

be proper to refer briefly to the preliminary matters alluded to in said report as evidence of the fact of the refusal of said committee to allow the Trustees to be represented, and also showing the spirit in which such examination has been conducted.

At a meeting of the Board of Trustees held March 6, 1878, resolutions were adopted and forwarded to the Senate Committee, soliciting a full and fair investigation and proffering to said committee the fullest facilities for such examination. And at the same meeting, in furtherance of such object, a committee consisting of the local trustees was appointed to confer with said Senate Committee, afford them all the assistance in their power, and, also, in view of the fact that several members of the Senate Committee had expressed themselves as believing the charges already made against the management of the Institution, (see remarks of Senators Doran, Morton and Rice, hereinafter stated). Such committee were authorized to seek permission and represent said Board of Trustees in said proposed examination. Soon after their appointment, said local committee requested Dr. Bartlett to notify them when the Senate Committee should appear to commence their investigation so that the preliminaries respecting such examination might be settled, and in order that they might render to such committee any aid that they might require in the performance of their duty.

On the 20th of March, 1878, the Senate Committee appeared at the Hospital, and Dr. Bartlett politely informed them of the request of the local committee, and asked them to wait a few moments until he could telegraph them. Whereupon, without further comment, and while the Dr. was away (in another room of the building) sending the telegram, the Senate Committee departed.

As soon as the local committee learned what had taken place, they sought the Senate Committee, promptly disclaimed all intention to impede such committee in their examination, *fully recognized their authority*, offered to assist them all in their power, and respectfully asked to be represented in such examination. To the latter request several of the Senators replied, denying the right or propriety of such representation, and the chairman stated that the committee proposed "*to conduct the examination in their own way, at their own time, and that they did not propose to be shadowed by any committee of the trustees,*" whereupon the committee departed.

In the afternoon of the following day, learning that the Senate committee had already commenced the examination of witnesses, a meeting of the Board of Trustees was called, and after consultation it was thought best to again seek for representation before said committee. Whereupon the following resolutions were passed and forwarded to said committee, viz:

*To Hon. M. Doran, Chairman of the Senate Investigating Committee of the Hospital for Insane:*

WHEREAS, Very grave charges have been made against the management of the Minnesota Hospital for Insane, and a committee appointed under a resolution of the State Senate are now here for the purpose of investigating such charges, and all other matters relating to the management of said institution; and

WHEREAS, At a late session of the Board of Trustees of said Hospital, a committee was appointed to meet such investigating committee and tender to them their aid in such investigation, and afford to said committee all the assistance possible to enable them to arrive at just conclusions as to the truth or falsity of such charges; and

WHEREAS, Some misunderstanding has arisen between such committee and said investigating committee in relation to the examination of the several departments of said institution,

*Be it therefore Resolved,* That said investigating committee be, and they are hereby requested to make a full, thorough and rigid examination of all such charges, and all other charges matters to the management of said institution. That such examination be public (except that in the taking of the evidence of any of the present employes of said institution, any or all of the trustees or officers of the institution may be excluded), and that the reporters of the press be admitted for the purpose of laying the facts before the public;

*And be it further resolved,* That we recognize the right of said committee to visit said institution at any and all times without any interference by any person or persons during the progress of such investigation.

*Resolved further,* That said committee are hereby respectfully requested to accord to the Trustees the privilege of being present, with the exception aforesaid, and cross-examine witnesses examined by said committee.

St. Peter, March 21st.

C. T. BROWN,  
A. H. KERR,  
WM. SCHIMMEL,  
L. FLETCHER.  
Trustees.

To which the Senate Committee responded as follows:

"WHEREAS, The committee under the resolution of the Senate appointing them and the subsequent resolution defining their duties and powers, claim the right of visiting the Hospital for the Insane at all reasonable times, and the inspection of all books and papers kept by the officers thereof in the discharge of their duties and in the disbursement of the funds of the institution and

WHEREAS, The committee called at the Hospital on the twentieth instant, in the discharge of their duty, and were informed by the Superintendent that he was instructed by the Trustees not to admit the committee to inspect the Hospital unless the Trustees were with us; and

WHEREAS, The Superintendent has denied the committee the authority to make such investigation and declared that the Governor and Legislature had no right to cause such investigation; therefore,

*Resolved,* That before we can entertain the request of the Trustees to cross-examine witnesses in person or by counsel, the right of the committee to perform the duties aforesaid must be unqualifiedly admitted and the authority of the Senate to appoint the committee be fully recognized by the Trustees."

To this reply the Trustees made no response (having on their part already recognized authority of the committee to investigate and never having questioned it) but are informed that Dr. Bartlett in a communication to the Senate Committee respectfully disclaimed having denied their authority in any manner, and stating that he fully recognized such authority.

No further communication was received by the Local Committee or the Trustees from the Senate Committee until about the 10th of September A. D. 1878, when the following letter was promulgated and sent to several members of the Board, to wit:

ST. PAUL, MINNESOTA. Sept., 10, 1878.

DEAR SIR:—With a view of obtaining the most reliable testimony in relation to the management of the Minnesota Hospital for the Insane, and that no injustice may be done to any member of the Management, I am instructed by the chairman, the Hon. M. Doran, to advise you that yourself or any of the Board of Trustees are cordially invited to attend any meeting of the Senate Committee and give any testimony or make any explanation that may seem to you just or proper.

I am very Respectfully,

WM. SMITH.

Secretary.

This communication contained the first permission ever given to the Trustees to appear in any manner before said committee, and this was given after all the evidence in relation to the management of the Institution had been taken by the committee (the only evidence taken thereafter being in relation to the Treasurer's accounts). A part only of the evidence before the committee had been reduced to writing. No intimation was given to the Trustees in this communication as to what matters the committee desired explanation, and no permission was given to present any evidence before the committee, except their own.

We therefore submit that the Trustees have done all in their power to obtain a hearing before said committee, and that the offer of the committee to allow the Trustees to come in and "explain", after all the testimony had been given, without the test of cross-examination and with no knowledge on the part of the Trustees as to the character of the evidence or charges against them, is the hol-lowest mockery of a disposition to do justice in the case; and no reasonable person will for a moment contend that it was the duty of the Trustees to respond to this notice.

It is also strong evidence of the animus of this committee who, finding at this late date that it was begun to be understood that they have not accorded to the Trustees their rights in such investigation, now seek to avoid the censure of an indignant public by this miserable subterfuge of allowing the Trustees to explain, to give evidence in relation to charges that only existed in the minds of certain members of that committee, and which they did not propose to divulge until they could launch them upon the heads of the Trustees. Under these circumstances, and in order that both sides of the question may be presented, the Trustees herewith submit a portion of the evidence which they have been able to obtain in reference to the charges contained in said report, and desire to say that there is nothing herein contained but what is susceptible of proof to the satisfaction of any *unprejudiced* intelligent mind.

### CHARGES OF CRUELTY.

#### CASE OF TERENCE M'DONOUGH.

When the above named patient was admitted to the Hospital he was laboring under delusions, the chief of which was that his food was poisoned. With much persuasion he was induced to eat irregularly, for a time, sufficient to sustain life, but he gradually emaciated and as his bodily powers weakened his delusions grew stronger until it was necessary to feed him with a stomach tube; after several weeks of this manner of introducing nourishment, his throat became inflamed and it was no longer safe to proceed in this way, and other means had to be used. All that skill and patience could devise to prolong as much as possible the waning powers of life were used. For weeks his death was daily expected, and would have occurred long before it did, under ordinary means of treatment; finally, after the last attempt to feed him, he died, not from violence or any unskillful means employed, as we believe, as the instruments used and the manner of feeding in every instance were such as the most experienced experts employ and such as are sanctioned by the highest authorities in the United States and abroad. The "case book" of the Hospital contains a full statement of his death and how it occurred, and no attempt is made, in any manner, to cover up the facts as they actually existed. Six months after the death of this patient certain employees, some of whom were not connected with the Hospital until after

it occurred, in a personal quarrel with a subordinate officer in which they were not sustained—part of whom were discharged—in leaving, threatened vengeance on said officer and that they would use all their influence and pecuniary means, if necessary, to drive him from his position, and thereafter, for the first time, promulgated the story that something like murder had been committed by him; for six long months they had allowed this knowledge to slumber in their breasts; none of the officers of the institution were notified by them of such accusation, no officer of the law or any person was appraised of the fact; and in a petition to the superintendent signed by the principal witnesses in this matter—some time after McDonough's death—asking to have this officer removed, no mention is made of his cruelty to patients, or to the fact of any misconduct in relation to the McDonough case, and if such fact really existed, they could not have presented a stronger case for this officer's discharge, and without doubt would have availed themselves of the opportunity.

In addition to this, at the term of the District Court for the County of Nicollet, in the month of May, A. D. 1878, the attention of the grand jury was called to this matter by the presiding judge, and they were expressly enjoined by his honor to *thoroughly* examine such charge, and "let no guilty man escape;" upon which said grand jury carefully and patiently examined said case, having before them the same witnesses before said committee, and in the course of which examination they proceeded to the hospital in a body, examined the same, caused witnesses to show them the place where said alleged offense had been committed, and actually caused persons to *go through the whole process of feeding*, the same as in the McDonough case, and in the same place and position that McDonough occupied when fed the last time by Betts and others; and after such fair and impartial examination by as intelligent a grand jury as ever was called together in Nicollet county, they *unanimously* exonerated said Betts from all responsibility in respect to such accusations. *And this conclusion was reached without the testimony of the person accused of the offense.* The following is a true copy of the report of said grand jury in said matters:

STATE OF MINNESOTA }  
COUNTY OF NICOLLET. } DISTRICT COURT, Ninth Judicial District.

SPRING TERM 1878. *May 31, 1878.*

The grand jury of the county and State aforesaid having carefully examined all the evidence within their reach in the case of the death of Terence McDonough, who died in the Temporary Hospital for the Insane at St. Peter, Nicollet County, Minnesota, on or about the 23d day of August, 1877, find that he, the said Terence McDonough, died soon after an attempt to forcibly administer food to him by one John Betts, supervisory attendant, acting under the orders of Dr. J. E. Bowers, assistant physician, in charge of the Temporary Asylum; that John Betts was assisted in such feeding by Andrew Herberg, attendant, and two patients; that said forcible feeding was necessary to prevent the death of the patient by starvation; that it was conducted with reasonable skill, care and regard to the comfort and safety of the patient, and was not in itself highly dangerous to life. The grand jury therefore report that no cause of indictment or censure lies against any of the above-named parties, or any other officer or attendant of the Asylum in this case.

J. B. HERITAGE,  
Foreman Grand Jury.

A certified copy of the above is hereto attached, and marked "Exhibit A."

The trustees, from the above facts, which coincide with their own examination of this matter, and in view of the fact that such charge was made by discharged employes, who had a personal spite against this officer, and who made no mention of this charge until six months after the death of McDonough, are led to believe that the senate committee have taken extreme views in their conclusions in relation to this case. And in regard to other alleged acts of cruelty by said Betts, alluded to in said committee's report, it appears that all the evidence tending to show such acts—with the exception of one witness (and he unfriendly to Betts,)—was obtained from the aforesaid discharged employes, and no attempt made, in any manner, by said committee, to obtain or allow any evidence of the good character of said Betts, or any evidence to show that such charges were false.

Now from our own examination in relation to such charges, we find from the statements of Dr. Bowers, assistant physician at temporary hospital, Mr. Dryer, steward, and a number of others who have had the best opportunity of observing the acts and conduct of this officer, that such charges were absolutely untrue; that he is uniformly kind and patient to those under his charge, and that he is one of the most valuable and efficient officers in the institution; and that the reason why the attendants were dissatisfied with him was that he compelled them to perform their duties and attend to the work for which they were employed; or in other words, he would not allow them to shirk their duties, and promptly reported any such neglect, to the physician in charge.

But the only blame attributed to the trustees in this matter is that they have not discharged such officer. The committee state that they are "pained to learn that he should still be retained in the employ of the hospital." Yet the committee completed their examination of witnesses upon this charge in March, 1878, (in the absence of the trustees,) but did not consider the matter of sufficient importance to notify the trustees of the result of such examination, and the first intimation they have received of such result is contained in their report of November 27th.

In conclusion upon this part of the subject, the trustees respectfully submit that it was no part of their duty to discharge this officer; that being fully satisfied from their own investigation, supported by that of the grand jury, that the accusation against him was malicious and without foundation, it would have been the height of injustice to have discharged a faithful officer and thus give credence to the charges made against him.

MRS. NANCY KIDNEY.

The above case mentioned by the committee was that of a patient injured by a hot bath so that death followed the same day. This was an accident, which, like assault, suicide, etc., are liable to occur in all hospitals of this character, and we are surprised that we have not been called upon more frequently to report such unfortunate events. When we remember that thirty thousand baths are given annually in this hospital and that this is the only accident of the kind in ten years, we feel that fortune has favored us in this respect, and that the officers and attendants deserve commendation, rather than censure, for their watchfulness and care. The attendant under whose care the patient was at the time of the accident, after preparing the bath, was called to attend to some disturbance among the other patients under her charge, and left the patient to be watched

by another patient who had made the helpless cripple her particular charge, and had carried her to and from the bath room daily in her arms, tenderly as she would a child, for several years, and was as careful of her as a mother would be of her own infant. Just how the accident occurred it is impossible to state, but it is probable that at some time between the drawing of the bath by the attendant and before the patient arrived at the bath, additional hot water was allowed to run, thus raising the temperature and producing the unexpected result. Other hospitals have suffered in the same way, as shown by their reports.

The Trustees were promptly notified by the Superintendent, and no attempt was made to cover up the facts, so far as ascertained.

No blame being attached to the attendant, it would have been an act of injustice to have dismissed her. She is still in the employ of the hospital and is a careful and efficient attendant, and one of the most reliable and trustworthy in the hospital.

#### VISITS TO MEDICAL ASSOCIATION.

In June, 1876, the Association of Medical Superintendents met at Philadelphia, such point having been selected at their last annual session.

It is well known that the association have a standing invitation for all trustees and managers of hospitals for the insane to be present at these yearly meetings and take part in their discussions.

The attendance upon these meetings by the trustees, and visitation of other hospitals is a matter of great importance, and the guardians of the best and most economically managed hospitals of the country are present at these meetings, and make frequent examinations of other hospitals to inform themselves fully as to their merits and improvements, and these visits and journeys are made at the expense of the States they represent.

The Minnesota hospital has been represented at these meetings nearly every year since its existence. Sometimes by the Superintendent or Assistant Physician, at others by the Superintendent and one Trustee, or by two of the Trustees. In the year 1876 it was arranged by the Trustees that the Superintendent and one Trustee should represent the hospital at the Philadelphia meeting. When the time arrived, the Superintendent being unable to attend, one of the other Trustees was selected by mutual consent to take his place. The amount received by these Trustees was for their expenses merely, and the difference in their expenses arises from the fact that one of the Trustees spent several days in visiting hospitals in Philadelphia, New York and Canada.

The fifty dollars allowed to the engineer, Pearce, was on account of business entrusted to his charge in making certain purchases for the hospital, and for seven years' continuous service without a vacation, and would have been allowed if no Centennial Exhibition had been in existence. The purchases entrusted to him were wholly within his line of business, and such services could not well have been attended to by any other person, and we are informed that the business transacted by him was a saving to the State in more than the amount appropriated for his expenses.

#### NECESSARY EXPENSES OF TRUSTEES.

The law provides that the trustees shall be paid their necessary expenses. Under this the trustees have been accustomed to charge specifically their travel-



ing expenses and to cover hotel and other incidental expenses, to allow so much per diem. The committee would have it appear that the amount charged was so much per diem, and that all other expenses were charged for specifically, but in no case has there been any specific charge for other than actual traveling expenses. All other expenses were included in the amount agreed upon as in lieu thereof.

These charges have only been made for regular meetings of the board, and no account has been made of the frequent and sometimes almost daily meetings for consultation in the city, and often at the hospital, and especially were these informal meetings frequent during the active building operations. This applies of course more particularly to the resident members of the board, and to them all the monies received for services in behalf of the hospital would not equal the pay of ordinary day laborers if their time had been fully noted.

As to the matter of mileage received by one member, Mr. Talbot, while performing the duty assigned another, it was claimed by him because he thought it was right, inasmuch as he only received the amount that the other trustee would have been entitled to had he performed the service. If he is wrong, it is an individual matter and he is willing to accept the blame.

Another item to which the committee call attention occurred in 1868. Late in the fall of that year the trustees, after considerable correspondence on the subject, found it absolutely necessary to send some one of the board to Chicago to negotiate a contract for slate roofing for the hospital. Owing to other negotiations upon this subject the season was far advanced before it was found necessary to do this; hence it admitted of no delay. The member to whom all looked to perform this service could not go without great personal sacrifice. He however went, accomplished the business satisfactorily and was paid forty dollars for five days and three nights incessant work and travel, when he can show by his daily receipts at that time that his time was worth double that amount at home; this amount at other times and under other circumstances might have been liberal, but under the circumstances of this case, which were well known to the board at the time, it was only considered fair and proper. Besides, this amount included all incidental expenses except hotel bills. (See voucher).

But the committee insinuate that this visit was only "ostensibly" for the purpose of purchasing roofing, in answer to which, we aver that it was for this purpose only, and also that the business thus accomplished was a saving to the State of more than three times the amount paid for the service.

#### REAL ESTATE OPERATIONS.

The committee allude to the house built by Mr. McFadden (Supt. of farm), and afterwards paid for by the Trustees. The farmer was engaged in 1869, and was then paid forty dollars per month with board and lodging. He proved to be not only a suitable person but, in the opinion of the board, a man of unusual judgment and fitness for the position. His wages were increased as his duties enlarged and his experience ripened. After his marriage the Trustees permitted him to build a house on the hospital premises, and for nearly five years he occupied this house, after building it at his own expense, although during this time entitled to lodgings at the expense of the State. During the year 1876 the Board felt warranted in paying for the property, and did pay for it. Not what it cost, but what a special committee awarded after a careful examination and inspection. We only add, in this connection, that it is customary in all hospitals to have a

separate house for the farmer and his family, and that this one was built with the understanding that it should become the property of the State as soon as funds were available for that purpose; the farmer would not have built it otherwise.

The house occupied by the steward and assistant physician has been alluded to by this committee. All the officers having been crowded from the temporary buildings by the steady increase of patients, the steward built a small house, at his own expense, though entitled to subsistence and furnished apartments, and occupied it six and one-half years. In 1875 a committee of the Legislature advised the thorough repair of the temporary buildings in view of the fact that they could not be abandoned as had been anticipated.

Under this arrangement it was found necessary to take the rooms already occupied by the steward and assistant physician for boarding purposes in temporary buildings, for the use of patients. In view of which fact, and in justice to the steward, the Trustees purchased the house already occupied by the steward, and two lots at actual cost, and erected an addition to such house to better accommodate the steward and afford rooms for the assistant physician.

Under this arrangement the steward's salary was raised from twelve hundred dollars with board and furnished apartments, to eighteen hundred dollars and use of house without board, he furnishing the house at his own expense. This purchase was reported to the Legislature. (Vide Trustees Rep. 1876, fol. 9.)

We claim that this arrangement was necessary and proper, and was made at a reasonable outlay to the State, and that the report of the committee upon this matter is but another instance going to show the manner in which their investigation was conducted, how conclusions were drawn from imagination, instead of being based upon actual facts.

#### LAND PURCHASED.

The first purchase was made in 1869, of 121 acres of meadow land for hay, situated on the opposite side of the river, about two miles from the hospital in a direct line, but five miles by road. The price was twelve dollars per acre, and the fact of purchase with amount paid was reported to the governor and legislature, (vide 'Trustees' Annual Rep., 1869, page 6.) and no objection was raised and no comment was ever made as to the propriety or legality of the transaction.

The next purchase of land was made in 1870, of ten acres, directly north of the hospital buildings. It was a lot that had been sold from the section on which the hospital building was erected. The line was so near the institution that it interfered with the proper laying out of the grounds and the grading of the roads, etc. The land belonged to a non-resident, and the least it could be bought for was fifty dollars per acre. The fact of purchase, as well as the amount paid, was reported to the governor and legislature. As before, no objection was made. (See Annual Report of Trustees, 1870, page 12.)

The next purchase was made after the Winona and St. Peter R. R. was built through the hospital grounds, thereby cutting off the entrance to the hospital from the county road, except by crossing the track at grade. This was considered dangerous, as well as inconvenient, and in order to complete the avenue of entrance to the hospital, 7.62 acres of land was purchased at fifty dollars per acre. This was also reported to the legislature, (see Trustees' Annual Report, 1874, page 10.) and no one questioned the right to purchase, or the importance

of it; nor will any one acquainted with the position of ground and road ever question its propriety or necessity.

The increase of patients made it much more difficult each year to supply them with fresh products from the limited amount of land belonging to the hospital, and the utility and necessity of the labor of the male patients made it obligatory to make some addition to the cultivated area of the farm. For this purpose fifty-nine acres of land and a small house and other out buildings, (barn, granary, etc.,) conveniently located, were purchased, the price being three thousand dollars, and no act of our board, so far as real benefit to the inmates and interest of the hospital, has been more judicious than these purchases. The estimated receipts from the farm the present year are one thousand and eleven dollars, and nearly all the work was done by patients. This, we think, is sufficient to show its value and utility. This purchase was also reported to the governor and legislature, with usual result of consent by all parties by silence. (See Trustees' Report, 1876, page 10.)

As the farm stock increased more hay than our meadows produced was required, and the great distance by road made it inconvenient, except when the river was frozen, to haul the hay, and also more expensive. For this and other reasons, when a favorable opportunity occurred to secure a choice hay meadow near the hospital and always available, in exchange for the other, it was gladly welcomed, and the Legislature was asked to *convey land, not to buy*. The agreement was made long before the law authorizing the conveyance, by the terms of which the Trustees were to exchange two acres of hospital land for one of the other party's, and were to pay him the balance for his land in cash. The Pettis land was so located that under this agreement no particular part could be described as that for which the hospital lands were exchanged; and it being necessary to state in the law some consideration, the whole land was described, not with intention to deceive the Legislature, but simply because it could not be avoided. The acts of the Trustees in this matter were open and without concealment, and the only object in making the application to the Legislature was, for the purpose of obtaining authority to convey the land belonging to the hospital, as there was no provision of law authorizing any conveyance by the Trustees.

The land is well worth the amount paid, and any one acquainted with the value of land in the vicinity, and all the facts in relation to the exchange will not question the propriety of the transaction, or that it was not for the best interests of the Hospital. As an indication of the value of the land to us the Hospital farmer has cut and put up with the aid of the patients upon this land the present year, one hundred and sixty seven tons of good hay, worth at least four dollars per ton in the stack on the land. The Trustees purchased all these lands under the impression and belief that they had authority to purchase such lands as were absolutely necessary for the purposes of the building and for the use of the patients. They have endeavored to act in the matter for the best interests of the institution under their charge, and for the benefit of the unfortunates confined therein, and the annual income derived from these lands shows conclusively that in a pecuniary point of view alone (without taking into consideration the benefit to the inmates able to perform labor thereon) such have been and will be of great advantage to the State. (See annual report of Steward containing estimates of value of products of Hospital farm each year).

But the committee say that prices have been paid for the lands exceeding the price paid for other lands in the neighborhood; in answer to which we say that the lands were in each and every case well worth the amount paid, and the

only reasonable theory in relation to the opinion of the committee concerning the value thereof, is that they must have derived their information (being unacquainted with the value themselves) from the same person who gave them so many valuable opinions as to the proper manner of constructing a Hospital; and if such is the case we can very properly add that his opinion of the market value of real estate in the vicinity is about on a par with his opinion in reference to the Hospital building.

#### SNYDER & DAMREN CONTRACT, &c.

In regard to the contract made with these parties the committee have evidently been misled by testimony that is false, (whether intentionally or not does not concern the Trustees.) The first contract was made with Messrs. Damren & Snyder for the carpenter work on the permanent building, that portion of it which was built during the years '68-9. They bid with others under the specifications of Mr. Sloan, the architect, and their bid being the lowest was accepted.

The contract was drawn up by Mr. Couplin, and the specifications were changed in the manner of deafening the floor, from lath and plaster in the original, to boards and grouting, a much more expensive method, and certainly unfair if they were expected to perform the work at the same compensation. The change was discovered by them and they refused to sign the contract without some provision for extra pay for this work. They met the building committee and submitted their proposition for the change that had been made, and the total amount so increased *then being lower than any other bid their terms were accepted.*

In relation to the "Porticos", they were both involved in their contract, the Trustees furnishing the lumber for one and the contractors for the other. Both were built precisely according to contract, and not a dollar extra was paid the contractors for this work. The sum reported and charged up to porticos was for other work, such as excavation, foundations, stone work, steps, lumber, tin roof and plastering, and these facts were well known to the party giving the committee information in this matter, and which led them into the gross error of statement.

The above are the contracts referred to by the committee, and the statement of the committee in this regard is further evidence of the errors they have fallen into in taking the testimony of this witness, and relying upon such evidence without attempting to obtain information of parties more conversant with the facts, *and more reliable.*

During the three years these parties (Snyder & Damren) were employed upon the contracts with the Hospital, no special carpenter for the Hospital was employed, and when any extra work upon any part of the Hospital or out-buildings was needed they supplied one or more men as the case demanded.

When there was money in the treasury they were paid upon account as they required, but at the time of settlement every day's work was noted in their books and the building committee settled with them, and not a dollar was paid except in a legitimate manner and with the unanimous consent of the committee.

The amount of extra work was necessarily large in the extensive building operations carried on during these years.

It is true, doors, door frames, windows, brackets and other articles were purchased of these parties, but the price paid was less than the Trustees could have supplied themselves from other sources, and nothing was purchased except what

was actually necessary to have on hand for emergencies in a building of such magnitude, and nothing but what has been used long ago for the purposes intended.

The stairs referred to were built by Damren & Snyder according to their contract, but on account of a change in the brick work, of which they did not receive notice, they would not fit, but instead of being piled away as useless lumber, as the committee state, they have been put to good use in the building.

The joist referred to as purposely left out, was so much saved to the State in lumber, (as the contractors did not furnish the lumber for this contract) which if put in would not have added one iota to the substantial character of the building.

The "trimmers" are all double now according to specifications, and the floors have never settled in the least beyond the even and natural shrinkage of the lumber, as any competent builder can see by examination. The joists are 3x12 inches by 12 feet long, and 16 inches from center to center, wedged with 2x4, and the floor would support a wholesale iron dealer's stock in perfect safety. As to the additional labor costing forty or fifty dollars, as claimed by the "carpenter" with an *opinion*. It simply consisted in spiking together 144 pieces of lumber, perhaps a fair day's work for two men in a short December day. For ten years these joists have supported all the weight put upon them and there has been no breakage, no sinking, no settling yet. When will they begin to be dangerous? *The joists were left out by order of building committee as unnecessary* We hereby give opinion of C. Bohn, a well known contractor and builder upon this subject.

WINONA, DEC. 2, 1878.

*Pres. Trustees of Hospital for Insane,*

DEAR SIR: Your letter of inquiry of the 30th ult. at hand. In reply would say that it is unnecessary to use a *double header* or trimmer where the joists are 3 inches by 12 inches and only 12 feet long, double bridged and not more than two or three tail joist in the header. I myself would never use more than a single *header* or trimmer under similar circumstances.

Yours respectfully,

C. BOHN.

The original letter is hereto attached and marked exhibit "B."

Opinions could be multiplied upon this point, but it is unnecessary; the result has a strong tendency to show the extent of the committee's examination upon this subject, and the class of evidence they relied upon as a foundation for their opinions.

#### PLASTER FINISH.

The plaster finish has been in every instance such as contracted for by the Trustees, and the result will show for itself. It has been critically examined and no builder with the exception of the carpenter of the committee has ever pronounced it an inferior work. The following letters are sufficient evidence upon this point, viz:

#### TO WHOM IT MAY CONCERN.

I hereby testify that I have been a practical brick layer and plasterer for the last thirty years, have been a resident of Minneapolis for the last eight years. have been employed on many of the best jobs in the state, have worked under the direction of our leading architects, including Randall & Miller of Chicago,

and they have never in a single instance called for marble dust, but in every instance called for hard finish to be made of the best lime and plaster paris properly compounded and well troweled.

I have always given satisfaction while working under such specifications \* \* (opinion in relation to iron binder for brick wall given hereafter).

STEPHEN JONES.

(Original attached and marked Exhibit "C.")

MINNEAPOLIS, DEC. 13, 1878.

Plaster paris and white lime constitutes a hard finish. I consider it better than marble dust and lime, as marble dust will turn yellow and will not make so smooth a job. No difference in cost. \* \* (Extract hereafter.)

C. B. MOSES,

Contractor and Builder.

(Original marked Exhibit "D.")

MINNEAPOLIS, DEC. 13, 1878.

Plaster paris and white lime is what we call a hard finish, and is a preference of marble dust. Marble dust will turn yellow and plaster paris will not.

SILAS KING,

Plasterer and Contractor.

(Original marked Exhibit "E.")

We think the above are sufficient to contradict the *opinion* of the intelligent gentleman relied upon by the committee.

#### TYING BRICK WALLS.

It is true that most of the building has been changed in regard to tying in the brick walls every seven courses; but the change was made with the consent and at the instance of the building committee, they being satisfied that it was a better plan, and in this they are sustained by the architects and others, as appears from the following communications upon the subject—viz:

#### LETTER FROM ARCHITECT SLOAN.

PHILA., DEC. 7th, 1878.

C. K. Bartlett, Supt.

DEAR SIR:—Yours of the 30th rec'd, and in reply state that my object in specifying that the binding bricks should be tied to the walls by heading every seventh course was, simply as a matter of convenience and less expensive in your case. I prefer the iron straps for binding walls, and always introduce them when iron can readily be obtained. The advantage in the use of iron is, that in case of slight variation in the settlement of the two walls the iron will yield accordingly, while in the other case the bricks will break and thus separate the walls. The stone used in the construction of the walls of your building are of such quality that there can be no variation in settling. However, there can be nothing injurious in the use of iron. It is an advantage instead of an objection.

With all respect, etc., etc., I remain yours,

SAMUEL SLOAN.

The original of the above letter from the architect who planned the hospital is annexed hereto and marked Exhibit "F."

LETTER FROM HAGLIN & CORSER, ARCHITECTS, MINNEAPOLIS.

MINNEAPOLIS, Dec. 14, '78.

In cases of lining a stone wall with a four-inch brick wall with an intervening air space of three inches, we should favor the practice of employing a band of galvanized iron rather than of brick, for the following reasons:

1st. It is more secure, as we should doubt the strength of the binding (joint) of a brick laid two-and-a-half or three inches into a stone wall, and even were the band secure at each end, a very slight settling would be sufficient to break the portion of brick spanning the air space. 2d. The iron being so much smaller in section than the brick, would conduct less heat and leave the air space much less broken. In cold weather the moisture of the apartment would be very apt to collect in the plastering against the brick headers.

Yours respectfully,

HAGLIN & CORSER.

See letter of R. H. Trall, contractor, to same effect as above, Exhibit "H;" also letter of C. B. Moses, Exhibit "D;" also letter of Stephen Jones, Exhibit "C;" also letter of Brown & Tony, contractors, Exhibit "I."

We leave this matter without further comment, except to again call attention to the value and character of the evidence relied upon by the senate committee, and that no attempt was made by them to seek intelligent evidence elsewhere.

In relation to the "pilasters," they were left out because at the time the main building was erected the appropriation was not sufficient to build the portico, and the trustees had not then determined whether to build of stone or wood or iron. The portico was finally built according to the original plan, with the exception that iron was used for columns and cornice, the use of which reduced the cost to the state at from fifteen hundred to two thousand dollars, and the work is equally substantial. We see no reason why this frivolous charge should have been made unless there was a design to mislead those unacquainted with the facts, nor why the committee should have interjected the remarks of the former superintendent that "some one made a nice sum out of the job," unless it was to create an impression reflecting upon the honesty of the trustees without any facts to base it upon. The witness making these remarks is the same person upon whose evidence the committee based their findings in relation to the joists, the plastering, the tying of the walls, etc., etc. Our former showing establishes the value of his opinion, and the above remark shows the animus of the witness. It was but the *snarl* of a disappointed place-seeker.

#### SETTLEMENT WITH MR. ASH.

The person above named made brick for the hospital in 1868, furnishing his own machines and preparing his own yard, on grounds belonging to the hospital. The next year the trustees determined to make their own brick, and bought the machines and implements of Mr. Ash, and allowed him a small sum for the prepared yard. The trustees were under no obligation to buy of Mr. Ash, but did so because they concluded that they could make brick cheaper than to purchase them in this way. They only consulted the interests of the state in the matter, and only paid Mr. Ash what the property was reasonably worth.

## COST OF BUILDING.

The building cost, it is true, more than the architect estimated, but no one of the committee would give that as a reason why it is not thoroughly built. Mr. Sloan could not foresee what the expense would be in building operations to be carried on for a period of ten years; he could not know for instance what the foundation was or what the excavation would cost. He could not estimate that, while in his office at Philadelphia, any more than he could many other things; besides the original plans have been substantially changed in many particulars, and in some cases where only one story was contemplated in the plan, two or even three have been erected; also many improvements have been made not mentioned in original plan, and a large number of out buildings erected not included in the estimate.

The conclusion of the committee upon this point is as absurd as it is unjust to the Trustees, as well as to the accomplished architect who made the estimate.

## MEDICAL SUPERINTENDENT.

In reference to the employment of the present Medical Superintendent, we would say that the agreement for the first year was that he should receive a salary of fifteen hundred dollars with board and furnished apartments for himself and wife (he has had no other family). The Hospital then contained (108) one hundred and eight patients, and there was one Assistant Physician.

In addition to the Superintendent's medical duties he was chairman of the building committee, and throughout all the ten years of building operations he has personally supervised all the operations, and to his constant oversight and mature judgment the substantial character of the building and the excellent adaptation of means to ends in its arrangements are largely due. On Dr. Bartlett's removal to the permanent Hospital his assistant was in charge of the temporary quarters and from the 1st of March, 1870, to October, 1876, he had no assistant with him, although the number of patients under his immediate charge had increased to over four hundred.

October 14, 1876, Dr. James, of New York, was employed to take the place of Dr. Bowers (the assistant) while he went abroad on leave of absence of eight months. In June, 1877, Dr. Bowers returned, since which time Dr. James has been employed as assistant at permanent building. As the duties of his office increased with the number of patients, the salary has been raised until it is now (\$2,500) twenty-five hundred dollars. But it is not the increase of patients alone upon which the Board granted this advance of salary; it was also in recognition of the valuable and efficient services of this officer, in perfecting and carrying out that admirable system of government and supervision which, together with his skill and success in the care and treatment of the unfortunates under his charge, has placed our institution in the front rank of the hospitals of this country. And as evidence that others have appreciated such services, it may be proper to remark that members of Legislative Committees visiting the Hospital have frequently advised the Trustees to increase the salary of this officer, and have offered (if necessary) to introduce a bill for that purpose.

No horse nor carriage has been purchased by the State for special use of the Superintendent (he has always furnished his own), although he would have been entitled to conveyance by the State in making his daily visits to the temporary Hospital and other places to which his duty called him.



The apartments now occupied by the Superintendent were furnished in part by a special committee appointed to procure furniture for furnishing the main building under an appropriation made by the Legislature in 1874. The prices paid four years ago by them seems high only in contrast with the cost of such articles at the present time, when furniture can be procured nearly fifty per cent. cheaper than at that time.

This committee expended only about (\$2500) twenty-five hundred dollars in furnishing the whole building, including public parlor, offices, reception rooms, &c., after which Dr. Bartlett at his own expense laid out over (\$1500) fifteen hundred dollars in completing the furnishing of the rooms occupied by him, including also the public parlor and other public rooms, that the same might assume the appearance of dignity and comfort somewhat in keeping with the character of the place and for the reputation of the State.

These facts must have appeared to the committee, still no mention of them is made in their report. On the contrary it is made to appear that the greatest extravagance was exercised by the trustees in furnishing these apartments, while no honor is given the Superintendent for the large sums advanced by him (voluntarily) for the credit and benefit of the State, thus affording further evidence of the animus of the makers of this charge.

In relation to the small sum allowed attorney we have only to add, that it was for advice to Board of Trustees, in relation to their rights and duties respecting the proposed investigation.

Now, having endeavored faithfully to take up and answer every accusation and charge made by said committee against said institution and its officers (excepting the matters in relation to the Treasurer, and also certain insinuations therein reflecting upon the character and honesty of the Trustees, that have been repeatedly interjected by said committee throughout their report), we desire to call attention to the acts and expressions of certain members of the committee making this report, exhibiting their animus towards the officers and others connected with the management of said institution. The kind and quality of the evidence relied upon by them as a basis of said report, the character of such report viewed with respect to the matter contained therein, and also the facts and circumstances leading to the making of the charges and accusations mentioned therein, in addition to which we shall offer certain facts and statements relating to the Hospital and its management.

#### ACTS AND EXPRESSIONS OF MEMBERS OF COMMITTEE.

The following are some of the remarks made at the time of the presentation of the resolution under which the committee was appointed, as reported in the public press:

#### SENATOR DORAN,

"Mr. Doran spoke in strong terms upon the extravagance which had grown upon the hospital; it was the most costly institution in the state; the patients cost nearly five dollars per week, while the poor in Le Sueur county were maintained at one dollar twenty-five cents (\$1.25) per week. There was something wrong at St. Peter, and though he thought the superintendent was a good man, he believed the management there was *rotten*. He wanted to know if the committee on insane had examined the bills and vouchers of that institution; for if they had, they would perceive that they had paid larger prices for food and cloth-

ing at St. Peter than they did at any other city in the state. Mr. Doran reflected upon the republican party for allowing these abuses to grow up under their eyes, and for their failure to notice such *outrages* and *extravagance*. \* \* \* He repeated his assertion that he believed the management of the institution was *rotten*, and believed the governor ought to remove the barnacles at once."

## SENATOR MORTON.

"Mr. Morton also attacked the management of the hospital. \* \* \* He said that there was gross mismanagement in this institution, and the extravagance indulged in could be seen by any one looking at the details of the expenditures of the public funds by the officers of the institution. \* \* \* He had no doubt if such an investigation was had a *rotten* condition of things would be developed."

Senator Rice presented the original charges against the hospital, and asked that they might be investigated.

The senators above named were placed upon the committee to investigate such charges, and the general management of said institution; and it may be proper to remark here that if these men could form and express an opinion at that time, and with only the statements therein before them, reflecting upon the honesty and integrity of the managers of said hospital, what would be the value of their opinions after they have investigated all the facts relating to the matter. But in addition to this we have been informed that these men have repeatedly, during the progress of this examination, reiterated these opinions, and have openly charged the trustees with deception and fraud in connection with the management of said institution.

These are the men who were opposed to the admission of the Trustees to their meetings. They could avail themselves of their position in the Legislature to make charges against the character of public officers, but when, after being appointed to examine such charges against such officers, they are requested to accord to them the right to hear the evidence produced against them, they were informed that "they," *the committee of the Legislature of the State*, are there to protect the rights of all parties, and if anything should be produced against any party he would be allowed to come in and explain."

## CHARACTER OF EVIDENCE BEFORE COMMITTEE.

The next question that would naturally arise in the mind of an intelligent person, as bearing upon the weight and reliability of the report, "What was the character of the evidence before the committee?" "In what manner were the witnesses examined, and was there any attempt made by the committee to procure all the evidences in their power bearing upon the questions before them?" We answer that nearly all of the witnesses examined by the committee in relation to the charges of cruelty or the general management of the Hospital, were former employees of the Institution, who were either directly discharged for misconduct or who precipitately left to avoid the latter alternation—those who had left the Hospital without being allowed to stand long upon the order of their going, not one of whom could produce the certificate of character and reliability given in cases of meritorious conduct; they left the Institution with feelings of revenge and hatred, and the sting of this long-cherished sense of affront will appear in their testimony.

That—as near as we can learn—every conclusion of the committee in relation to building contracts, payment for extra work, modifications of contracts, and *the very weak and insecure state of the building*, is based almost conclusively upon the evidence of one Couplin, who was employed as superintendent of construction in 1878-9, and whose place was filled at the end of his term of employment by a more competent person at less price; since which time he has lost no opportunity of exhibiting his hostile feelings against the Trustees and other officers of the Hospital. This witness was repeatedly before the committee, both at St. Peter and St. Paul, and we have no doubt, if his evidence has been preserved, that it will cover every one of the points alluded to. And further, that it is unsupported by any other evidence whatever. We have already shown by the letters of architects and builders the value of this testimony; and in relation to his opinions of whether or not contracts have been performed according to plans and specifications we can produce *competent, reliable* testimony to show that he did not understand the plans and specifications when delivered to him by the architect, but that he was obliged to employ a competent person to interpret and explain to him before he dare commence to lay the foundation of the building; and that the modifications to the plans and specifications made by the Building Committee in relation to the tying of the walls, the putting in of joists, and the change of plastering, which we have shown to be so beneficial to the building, were made against his advice and consent.

In relation to the manner of examining witnesses, we claim that in many instances the examination was conducted in a way that would not have been allowed in any court of justice in this country; and that in many instances discharged employees were *examined by leading questions which indicated the answer desired*—this can be conclusively shown by those who were present during such examination.

But the committee did not endeavor to obtain evidence to any extent to explain or contradict the charges or bearing upon the general management of the institution they had been appointed to investigate, and when any evidence was before them favorable to any of the officers of said institution or to the management thereof all mention of it is carefully excluded from this report.

Why did they not call in other evidence upon the subject of cruelty? Why not take into consideration evidence in relation to contracts other than that of Mr. Couplin? Why not call in members of the building committee on these points? Why did they not procure competent and intelligent evidence upon the question of the general management of the institution, which was one of the questions they had been appointed to investigate.

The State Board of Health for the past five years have each year visited and made a report upon the condition and management of the Hospital. In the year 1877 a State Commission consisting of two members of the Board of Health were appointed to examine the Hospital with a view of excluding patients not proper subjects therein. Why did not the committee call upon these gentlemen (whom we consider as fully competent as any member of the committee to give conclusions on such subjects) to give their ideas in relation to the general management of the Hospital and the appearance and condition of the patients confined therein?

Why did they not call upon some of the Honorable gentlemen who have formerly been members of the Board of Trustees of said Hospital in relation to acts taking place during their terms of office. Such men as the Hon. J. V. Daniels, Luke Miller, M. D., Solomon Blood, M. D., Hon. R. Butters, Wm. L. Lincoln,

M. D., Hon. James E. Childs, N. S. Tefft, M. D., Hon. Orin Densmore, S. H. Flagg, M. D? Can these facts be explained on any other hypothesis than that certain members of the committee had largely prejudged the case and that they were seeking to procure only such testimony as would serve to make out a case against the Trustees and certain officers of the institution, rather than to ascertain the condition and management of the Minnesota Hospital for Insane; and in this conclusion we desire to call attention to the character of the report signed by a majority of this committee.

Can any unprejudiced man examine that report and arrive at the conclusion that it was made by men who entered into the examination of the subject with a determination to do justice to all; to give credit where it was due and withhold it where the facts demanded?

From its commencement to its end it is filled with charges, accusations and insinuations against the officers and Trustees, while, on the other hand, not one word or syllable can be found showing any extenuating or mitigating circumstances, or any credit for any duties faithfully performed (except in the case of the Steward, and his skill as a book-keeper is so well known that allusion could not be avoided), neither can anything be found in relation to the general management of the Institution, a part of the duty imposed upon them by the Legislature. Two cases of cruelty are reported, and that subject is dropped.

Why did they not examine witnesses and report as to whether or not such cases were frequent in the Hospital, and were sanctioned or overlooked by the officers of that Institution. That is a question that is of the utmost importance to the people of this State, and upon which some information should have been given in the report of this committee. Now, the committee having failed to report these subjects, we think it not improper, as bearing upon the questions involved, to offer the statements of certain parties who have visited the Hospital and examined somewhat into its condition and management.

#### EXTRACT FROM LETTER OF BISHOP WHIPPLE.

ST. PETER, July 28, 1870.

I had the pleasure of examining the Insane Asylum, in company with the Rev. Mr. Kerr and a number of clergymen and laymen.

I have visited many of the public institutions in [this country and Europe, and I am happy to bear testimony to the good order, neatness and discipline of the Asylum. The halls, kitchen, &c., were models of neatness. The patients seemed contented and cheerful, and the physicians and attendants appeared to have their respect and confidence.

H. B. WHIPPLE,  
Bishop of Minnesota.

#### EXTRACTS FROM LETTERS OF DR. DAVID DAY.

ST. PAUL, MAY 26, 1871.

Hon. H. B. Strait, Shakopee:

DEAR SIR.—After the thorough examination of the Minnesota Hospital for Insane which your kind invitation of the 24th inst., enables me to make: it gives me great pleasure to know that so young a State as ours is doing so much for this class of our helpless and unfortunate population. Although I knew of the Institution at St. Peter, still I was not fully aware of the extent of the preparations and treatment of the insane there until, by personal examination, I had the opportunity to see and judge for myself. In fact it takes a personal contact,

occasionally, with the unfortunate to fully sympathize with and feel for them all that their misfortune demands. In early life it fell to my lot to have as a student of medicine considerable experience with Hospitals and their management, and it is but justice to say to those engaged in the management of this Institution, that it is in all respects equal to those of the older States. Here we find all things moving forward with regularity and precision, the patients scientifically and well treated, well nursed and comfortable.

DAVID DAY, M. D.

COPY OF LETTER OF HON. J. H. STEWART.

ST. PAUL, NOV. 25, 1874.

*To the Honorable Board of Trustees.*

GENTLEMEN: I have the honor, as well as the sincere pleasure, to report the result of my examination and inspection, during this month, of the hospital for insane. I cannot too strongly express my satisfaction at the condition and management of the institution under your charge, and I congratulate you most heartily on your success in securing so efficient a corps of officers as at present represent you. An intimate knowledge, both from experience and observation, of the conduct of eastern institutions of a similar character enables me to say that for professional administration and executive ability, as represented by superintendent Bartlett, assisted by Dr. Bowers, Rev. Mr. Kerr, and their immediate aids, the hospital for insane at St. Peter is their superior: facts which not only redound to their and your credit, but are, and ought to be, a source of pride and gratification to the entire state.

Respectfully,

J. H. STEWART.

LETTER OF SUPERINTENDENT OF IOWA STATE HOSPITAL.

ST. PETER, Dec. 14, 1875.

In company with the board of trustees, Dr. Bartlett the superintendent, Dr. Bowers, assistant physician, and Mr. Dryer, steward, I visited all the wards of the hospital, and, while finding everything in uniformly good order, desire to speak particularly of the absence of excitement and turbulence on the part of the patients, and the marked gentleness and attention of the attendants. The patients were all neatly and plainly dressed; very little disarrangement of the clothing, so common in disturbed wards. I was particularly struck with seeing so few under mechanical restraint, two in camisole and two or three with wristers and body belt, the simplest and least irritating of any restraint, not excepting seclusion or holding by an attendant. I am surprised that good female attendants can be secured for the sum paid, which is much less than in most similar institutions in this country. The wards were well ventilated and warmed. We also visited the store rooms, kitchen, bakery and laundry, finding uniform system, neatness and dispatch in each of those departments. I was particularly interested in the apparatus and process of manufacturing gas, which appears to be the best possible for an institution of this character. The location of the building, comprising those prime necessities, healthfulness of situation, facility of access, and, last but not least, an abundance of pure water, shows conclusively that those having the matter in charge were guided by good judgment, impelled by good motives. When the character of the material and the manner of construction of the building is considered, it is true that no state hospital for the insane has been constructed at so low a cost per capita as the "Minnesota Hospital for Insane."

A. REYNOLDS, M. D.

Supt. Iowa State Hospital for Insane, at Independence, Iowa.

## EXTRACT FROM LETTER OF STEWARD OF NEW YORK STATE LUNATIC ASYLUM.

\* \* \* \* The supply of water, always a matter of interest and anxiety in these institutions; seems to be ample and of good quality and permanent, the farm skillfully managed, and, if no scourge be again permitted to visit it, will soon yield a full supply of such wholesome vegetables for the use of the household. The intercourse of officers and attendants with the patients is of that firm yet tender character so essential in the care and recovery of the unfortunate class of persons entrusted to them.

The quality and serving of provisions for the tables, bedding and clothing for the patients, are equal to any I have ever seen in any similar institutions. The fine chapel in the new Hospital was largely attended on two Sabbaths it was my privilege to attend, and the deportment becoming a worshipping congregation.

H. N. DRYER,  
Utica, N. Y."

## LETTER OF REV. DAVID BREED.

ST. PAUL, AUG. 1876.

*To the Board of Trustees of the Minnesota Hospital for Insane.*

GENTLEMEN:—I visited the State Hospital for Insane upon the 15th, 16th and 17th of August, 1876 inspecting the institution from a layman's standpoint; the result was satisfactory in the extreme.

Although diligent attention seemed to be given to every feature in providing for the comfort of the inmates, those which impressed me more particularly, and which I therefore mention first, were diet, cleanliness and ventilation. An abundance of good substantial food with a daily variety, plenty of pure water and fresh air, are supplied; and the persons, halls and sleeping apartments of the inmates are neat and clean. A trip to the "lower regions" of the institution, personal inspection of the methods of baking and cooking, and conversation with those in charge of this department convinced me, that the best interests of the patients were diligently studied. I could not desire more for my own house and family.

I remark also the great kindness and courtesy of the attendants, and though a witness of some scenes where patience was sorely tried there was not so much as a suggestion of severity. The officers though firm and inflexible in discipline even exercised it in gentle tones and with tenderest bearing. The exercises in the chapel which were held several times a week seemed to be greatly enjoyed by the patients; and these together with other provisions for intellectual diversion and education, such as croquet tables, window gardens, and musical instruments in the various wards, evince a commendable care.

So far as I was able to discover the management is wise, economical and healthful, and deserves the entire confidence of the citizens of our State.

Respectfully submitted,

DAVID R. BREED.

## COPY OF LETTER OF DR. C. H. BOARDMAN.

ST. PAUL, WEDNESDAY, FEB. 6. 1878.

*To the Trustees of the Minnesota State Hospital for Insane:*

GENTLEMEN:—I have the honor to report that I had the pleasure last month of visiting the Hospital at St. Peter, and I herewith transmit a very imperfect statement of the impression produced by my visit:

Prominent among the many admirable features of this institution are absolute cleanliness and good ventilation, affording entire freedom from the consequences

so common in Hospitals where these essentials are neglected; and the conviction is arrived at by the air of quiet but thorough efficiency and order which pervades the place, that they are habitual and not assumed for special occasions. In all the wards is observable the influence of a firm though kind discipline, in the appearance and manner of the patients and in the condition of their rooms and clothing; in these as in all other respects morale of the Hospital is excellent. The same thoroughness and neatness which are enforced in the portions of the house devoted to the inmates, are apparent in its other departments. The kitchen, laundry, engine room, &c. &c., are worthy of note. Not less in this respect than for the excellence and completeness of their appointments. In a word, the system which prevails throughout is judicious, beneficent and effective. A previous acquaintance with similar institutions in other places enables me to bear willing testimony to the fact that the Hospital is in every way creditable in the highest degree, both in its officers and to the State.

Very respectfully

C. H. BROADMAN, M. D.

COPY OF LETTER OF REV. J. G. RHELDAFFER, IN CHARGE OF THE STATE REFORM SCHOOL.

ST. PAUL, May 27th, 1878.

Having been invited by the Rev A. H. Kerr, one of the Trustees of the Insane Hospital, of St. Peter, to join him in a visit of inspection, I accompanied him through all the departments of that Institution May 21st. I take pleasure in commending the perfect order and cleanliness of all the wards, bed-rooms, dining rooms, kitchen, closets and store-rooms. We were attended in our visit by the Superintendent, Dr. Bartlett and Dr. Bowers, who seemed anxious to expose to our inspection everything in and about the Hospital. While it is painful to look upon the congregated misery of such an institution, it is at the same time matter of thankfulness to note the degree of external comfort with which the inmates are surrounded—by the intelligent efforts put forth to restore reason to her throne where it is possible, and where it is not, to mitigate the sufferings of those incurable."

J. G. RHELDAFFER.

EXTRACT FROM REPORT OF STATE BOARD OF HEALTH FOR THE YEAR 1878, P. 5.

#### THE HOSPITAL FOR INSANE.

We find this institution in excellent condition. The beautiful building has finally been finished according to the original plan, and in most respects it reflects credit upon those who have had the matter in charge. It is a source of surprise that a structure of its capacity, beauty and solidity could be erected at an expense of only four hundred and eighty-six thousand dollars (\$486,000). During the past season much has been done towards beautifying the grounds—grading, tree planting, etc.—and much more remains to be done. The farm attached seems to have been well conducted, but it is too small, only 384 acres in all, with less than 100 acres fit for cultivation; and we think it should, if possible, be enlarged. The supply of water for the asylum is excellent in quality, but its source is such that it will always require great care in providing it in sufficient quantity. For laundry purposes, the rain-water cisterns now in use are ample. A thorough inspection of the hospital buildings and patients gave us assurance that the management was both strict and humane. The attendants were intelligent and apparently kind to the patients. The patients themselves were orderly and as a rule neat in appearance. The rooms, dormitories and halls were clean, and the dining rooms, closets, dishes, etc. were in good order. \* \* \* The management of the hospital appears economical, and it is doubtful if the current expense can in any way be reduced. The food for the patients seems to be abundant, and the conveniences for preparing it ample."

(See report of State Board of Health for the year 1878, page 5.)

The above is the kind and quality of evidence that the committee might have procured had they made any effort bearing upon the management of the institution.

But is it not a significant fact that after the careful and rigid examination of this committee, extending over a period of ten years, in which every witness having a grievance against the institution was gladly welcomed, only two cases of alleged cruelty were to be found (and they only existing in the imagination of the committee)? And is it not also significant that out of the hundreds of patients that have been discharged from this institution during that time, and who now reside in every county in this State, not one has appeared to make complaint? And among the thousands who have stood in the relation of friends to this outgoing multitude, would not some complaint have appeared had there been any real ground for censure. Another matter as bearing upon the question of management, is that of purchasing supplies and the cost to the State for the maintenance of patients. We find that this was one of the charges made against the management in the Legislature at the time of the adoption of the resolution. Senator Doran says:

"It is the most costly institution in the state; the patients cost nearly (\$5) five dollars per week while the poor in Le Sueur county were maintained at (\$1.25) one dollar and twenty five cents per week. \* \* \* \* \* That they paid larger prices for food and clothing at St. Peter than they did at any other city in the state." Mr. Morton also commented on the "extravagance" of the institution.

In order to establish such charges the committee examined (as we are informed) a number of witnesses and spent considerable time in correspondence &c. Now witness the result. The only reference to such matter in their report is the following: "We would however recommend a more rigid economy in the purchase of supplies which would result in a great saving to the state."

Does not it occur to every one in view of the character of their report that if the committee had found one instance where the Steward had failed in the performance of his duty, it would have been carefully noted? And is it not a fair presumption that this was put in as a sort of an escape pipe out of which some of the committee could gracefully retire from the further consideration of this subject?

We claim that if the Steward has failed in the performance of his duty it should be known both by the Legislature and the Trustees so that the matter could be remedied. And we also claim that if this officer has not been derelict in duty it would have been but a matter of justice to have so stated.

The Trustees have good reason to believe that this officer is *prudent, careful and economical* in the purchase of supplies and faithful in the discharge of his duty, and that to his foresight and experience is largely due the low cost per capita for maintenance of patients in this Hospital in comparison with other institutions of similar character in the United States.

The annexed table will establish this and will also have some bearing upon the question of general extravagance in the management of the Hospital.



# STATISTICS OF THE COST OF CONSTRUCTION OF AND THE COST OF MAINTENANCE IN HOSPITALS FOR INSANE IN THE NEW ENGLAND, MIDDLE AND WESTERN STATES.

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LOCATION.	NAME OF HOSPITAL.	Cost of Building.	Capacity of building.	Average cost of building per capita.	Daily average No. of patients.		Annual cost of maintenance per capita.		Weekly cost of maintenance per capita.	
					Year.	Number.	Year.	Amount.	Year.	Amount.
California, Napa City.....	Napa State Asylum for the Insane.....	A \$1,000,000 00	A 500	\$ 2,000 00	1876	360.00	1876	\$ 265 72	1876	\$ 5 11
" " Stockton.....	Insane Asylum of California.....	A 850,000 00	A 1200	A 708 00	1877	1,149 00	1877	171 08	1877	3 29
" " ".....	" " ".....	" " ".....	" " ".....	" " ".....	1874	1,184.00	1875	156 52	1875	3 01
" " ".....	" " ".....	" " ".....	" " ".....	" " ".....	1876	1,252.00	1876	157 92	1876	3 08
Connecticut, Middletown.....	General Hospital for Insane.....	A 600,000 00	A 450	A 1,333 33	1877	1,203 00	1877	149 24	1877	2 87
" " ".....	" " ".....	" " ".....	" " ".....	" " ".....	1874	426 00	1874	278 20	1874	5 35
" " ".....	" " ".....	" " ".....	" " ".....	" " ".....	1875	452.64	1875	275 60	1875	5 30
" " ".....	" " ".....	" " ".....	" " ".....	" " ".....	1876	456.97	1876	250 64	1876	4 82
" " ".....	" " ".....	" " ".....	" " ".....	" " ".....	1877	463.88	1877	250 12	1877	4 81
Illinois, Anna.....	Illinois Southern Hospital for Insane.....	" " ".....	" " ".....	" " ".....	1875	204.40	1875	235 75	1875	4 53
" " Elgin.....	Illinois Northern Hospital for Insane.....	A 534,011 00	A 460	A 1,160 00	1876	460 50	1876	238 16	1876	4 58
" " Jacksonville.....	Illinois Central Hospital for Insane.....	A 550,000 00	A 450	A 1,222 00	1875	454.00	1875	286 00	1875	5 50
" " ".....	" " ".....	" " ".....	" " ".....	" " ".....	1876	467.00	1876	221 00	1876	4 25
Indiana, Indianapolis.....	Indiana Hospital for Insane.....	A 500,000 00	A 600	A 833 00	1877	485 00	1877	292 76	1877	5 63
" " ".....	" " ".....	" " ".....	" " ".....	" " ".....	1874	608 39	1874	249 08	1874	4 79
" " ".....	" " ".....	" " ".....	" " ".....	" " ".....	1875	611 95	1875	243 90	1875	4 69
Iowa, Independence.....	Hospital for the Insane.....	A 600,000 00	A 300	A 2,000 00	1876	251.00	1876	236 08	1876	4 54
" " ".....	" " ".....	" " ".....	" " ".....	" " ".....	1877	322 00	1877	203 84	1877	3 92

REPLY.

Ohio, Mount Pleasant.....	Iowa Hospital for the Insane.....	A 469,996 00	A 540	A 870 00	1874	565.89	1874	226 72	1874	4 36
" " ".....	" " ".....	" " ".....	" " ".....	" " ".....	1875	581.17	1875	235 56	1875	4 53
" " ".....	" " ".....	" " ".....	" " ".....	" " ".....	1876	406.00	1876	255 95	1876	4 92
Maine, Augusta.....	Maine Insane Asylum.....	A 482,726 00	A 400	A 1,206 31	1877	398 00	1877	229 68	1877	4 41
" " ".....	" " ".....	" " ".....	" " ".....	" " ".....	1874	398.00	1874	242 78	1874	4 66
" " ".....	" " ".....	" " ".....	" " ".....	" " ".....	1875	411 00	1875	236 87	1875	4 55
Massachusetts, Northampton.....	State Lunatic Hospital.....	A 412,000 00	A 400	A 1,030 00	1876	437.00	1876	221 75	1876	4 36
" " ".....	" " ".....	" " ".....	" " ".....	" " ".....	1875	475.37	1875	213 20	1875	4 10
" " ".....	" " ".....	" " ".....	" " ".....	" " ".....	1876	474 21	1876	212 16	1876	4 08
" " ".....	" " ".....	" " ".....	" " ".....	" " ".....	1877	476.16	1877	204 88	1877	3 94
" " Taunton.....	" " ".....	" " ".....	" " ".....	" " ".....	1878	442.43	1878	192 00	1878	3 69
" " ".....	" " ".....	" " ".....	" " ".....	" " ".....	1874	481.00	1874	200 04	1874	3 85
" " ".....	" " ".....	" " ".....	" " ".....	" " ".....	1875	557.00	1875	191 22	1875	3 68
" " ".....	" " ".....	" " ".....	" " ".....	" " ".....	1876	664 00	1876	194 81	1876	3 75
" " Worcester.....	" " ".....	" " ".....	" " ".....	" " ".....	1877	727.00	1877	194 90	1877	3 75
" " ".....	" " ".....	" " ".....	" " ".....	" " ".....	1874	476.10	1874	230 72	1874	4 43
" " ".....	" " ".....	" " ".....	" " ".....	" " ".....	1875	486.78	1875	221 75	1875	4 26
" " ".....	" " ".....	" " ".....	" " ".....	" " ".....	1876	500.20	1876	202 88	1876	3 90
" " ".....	" " ".....	" " ".....	" " ".....	" " ".....	1877	506 46	1877	202 28	1877	3 89
Michigan, Kalamazoo.....	Michigan Asylum for the Insane.....	A 653,899 00	A 580	A 1,127 00	1876	594.30	1876	253 35	1876	4 87
Minnesota, St. Peter.....	Minnesota Hospital for Insane.....	C 502,131 78	550	C 912 96	1874	341 50	1874	242 85	1874	4 67
" " ".....	" " ".....	" " ".....	" " ".....	" " ".....	1875	413.66	1875	185 64	1875	3 57
" " ".....	" " ".....	" " ".....	" " ".....	" " ".....	1876	486 00	1876	197 60	1876	3 80
" " ".....	" " ".....	" " ".....	" " ".....	" " ".....	1877	563.00	1877	195 52	1877	3 76
" " ".....	" " ".....	" " ".....	" " ".....	" " ".....	1878	620 80	1878	169 36	1878	3 25
Nebraska, Lincoln.....	Nebraska Hospital for Insane.....	A 113,000 00	A 80	A 1,412 00	1873	46 50	1873	538 72	1873	10 36
" " ".....	" " ".....	" " ".....	" " ".....	" " ".....	1874	51 50	1874	574 08	1874	11 04
" " ".....	" " ".....	" " ".....	" " ".....	" " ".....	1875	54.50	1875	537 16	1875	10 33
" " ".....	" " ".....	" " ".....	" " ".....	" " ".....	1876	81.00	1876	392 60	1876	7 55
New Hampshire, Concord.....	New Hampshire Asylum for Insane.....	B 230,000 00	B 285	B 807 00	1874	267.00	1874	312 00	1874	6 00
" " ".....	" " ".....	" " ".....	" " ".....	" " ".....	1875	274.70	1875	317 20	1875	6 10
" " ".....	" " ".....	" " ".....	" " ".....	" " ".....	1876	269.50	1876	272 48	1876	5 24
" " ".....	" " ".....	" " ".....	" " ".....	" " ".....	1877	274.50	1877	304 72	1877	5 86
" " ".....	" " ".....	" " ".....	" " ".....	" " ".....	1878	272 70	1878	302 12	1878	5 81
New York, Middletown.....	State Homeopathic Asylum for Insane.....	B 511,037 00	B 240	B 2,130 00	1876	82 00	1876	672 17	1876	12 92
" " Utica.....	N. Y. State Lunatic Asylum.....	B 730,403 00	B 600	B 1,217 00	1877	128.00	1877	460 72	1877	8 86
" " ".....	" " ".....	" " ".....	" " ".....	" " ".....	1874	581.00	1874	320 05	1874	6 15
" " ".....	" " ".....	" " ".....	" " ".....	" " ".....	1875	595 00	1875	325 15	1875	6 25
" " ".....	" " ".....	" " ".....	" " ".....	" " ".....	1876	615.00	1876	314 44	1876	6 04
" " ".....	" " ".....	" " ".....	" " ".....	" " ".....	1877	608 00	1877	304 18	1877	5 85
" " Willard.....	Willard Asylum for Chronic Insane.....	B 1,074,076 00	B 1500	B 716 50	1874	827.00	1874	186 31	1874	3 88
" " ".....	" " ".....	" " ".....	" " ".....	" " ".....	1875	938.75	1875	175 24	1875	3 37
" " ".....	" " ".....	" " ".....	" " ".....	" " ".....	1876	1,076.00	1876	166 60	1876	3 20

REPLY.

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STATISTICS OF THE COST OF CONSTRUCTION OF AND THE COST OF MAINTENANCE IN HOSPITALS FOR INSANE IN THE NEW ENGLAND, MIDDLE AND WESTERN STATES—Continued.

LOCATION.	NAME OF HOSPITAL.	Cost of building.	Capacity of building.	Average cost of building per capita.	Daily average No. patients.		Annual cost of maintenance per capita.		Weekly cost of maintenance per capita.	
					Year.	Number.	Year.	Amount.	Year.	Amount.
New York, Willard.	Willard Asylum for Chronic Insane.				1877	1,227 00	1877	168 68	1877	3 24
Ohio, Athens.	Athens Hospital for Insane.	A 950,000 00	A 600	A 1,583 00	1876	648.00	1876	F 184 18	1876	F 3 54
					1877	661.00	1877	204 87	1877	3 94
" Columbus.	Columbus Hospital for Insane.	D 1,520,980 40	D 600	D 2,534 96	1874	489.00	1874	218 92	1874	4 21
" Dayton.	Dayton Hospital for Insane.				1875	578.00	1875	167 44	1875	3 22
" "	" " "				1876	596.00	1876	185 64	1876	3 57
" "	" " "				1877	571.00	1877	195.00	1877	3 75
" Newberg.	Cleveland Hospital for Insane.	A 1,075,000 00	A 500	A 1,791 00	1875	376.00	1875	175 76	1875	3 38
" "	" " "				1876	540.00	1876	171 08	1876	3 29
" "	" " "				1877	577.00	1877	177 84	1877	3 42
Oregon, East Portland.	Oregon Insane Asylum.				1875	232 30	1876	H 206 00	1876	H 5 50
Pennsylvania, Danville.	State Hospital for Insane.				1876	277.71	1876	244 92	1876	4 71
" Dixmont.	West Pennsylvania Hospital for Insane.	A 550,000 00	A 400	A 1,375 00	1877	312 50	1877	232 44	1877	4 47
" "	" " "				1875	477.00	1875	242 32	1875	4 66
" "	" " "				1876	500.00	1876	241 80	1876	4 65
" Harrisburg.	State Lunatic Hospital.	A 300,000 00	A 400	A 750 00	1877	512.00	1877	250 12	1877	4 81
" "	" " "				1874	395.14	1874	312 30	1874	6 00
" "	" " "				1875	398.43	1875	310 42	1875	5 99
" "	" " "				1876	416.00	1876	270 83	1876	5 20
" "	" " "				1877	433.75	1877	275 80	1877	5 30
Vermont, Brattleboro.	Vermont Asylum for Insane.	B 350,000 00	B 400	B 875 00	1877	472.00	1877	198 13	1877	3 8
					1878		1878		1878	

Wisconsin, Madison	Wisconsin Hospital for Insane	A 430,000 00	A 300	A 1,433 00	1874	337 00	1874	298 89	1874	5 68
"	"	"	"	"	1875	354 00	1875	365 04	1875	7 02
"	"	"	"	"	1876	334 00	1876	356 96	1876	6 86
"	"	"	"	"	1877	370 50	1877	245 18	1877	4 79
"	"	"	"	"	1874	234 00	1874	352 04	1874	6 77
Oshkosh	Northern Hospital for Insane	K 625,250 00	K 550	K 1,136 81	1875	257 70	1875	406 64	1875	7 82
"	"	"	"	"	1876	399 50	1876	244 00	1876	4 40
"	"	"	"	"	1877	520 00	1877	235 56	1877	4 53

A.—See "Insanity: Its Financial Relation to the States, with Statistics," by J. S. Conrad, M. D., resident physician Maryland hospital for insane.  
B.—See biennial report of Superintendent of Oregon Insane Asylum for 1878, and tables.  
C.—See page 107 report of Minnesota State Auditor for 1877. The cost and capacity of the branch of temporary buildings are not included in the amount above stated.  
D.—See report of Superintendent and managers for 1877.  
E.—Daily average number of patients for 1877 is approximated.  
F.—Exclusive of officers' salaries for 1876.  
H.—The insane of Oregon are maintained by contract at \$6.50 per week. See Report for 1878.  
J.—Daily average number of patients for 1876 is approximated.  
K.—See report of board of trustees for 1876. \*Buildings not owned by state. †Data not obtainable. ‡Buildings not completed.  
The cost of maintenance is in every case carefully ascertained from the report of the institution named for the year specified.  
For information as to the different materials of which the above buildings are constructed, see Dr. Conrad's pamphlet, cited above.

## CONCLUSION.

In conclusion, we submit that the above statement of facts and circumstances surrounding this investigation shows conclusively that a majority of the committee entered into the consideration of this subject with minds pre-occupied with the case that was to be made out, and that, after having spent the entire summer, at great expense to the state, to elicit facts which might have been obtained in six or eight days, (with exception of examination of treasurer's books,) they have made and submitted a report reflecting on the management of said institution, more for the purpose of vindicating their course before the people of this state and to show that their charges and accusations were not unfounded than from any desire to faithfully, justly and impartially perform the duties enjoined upon them by the legislature.

It has been with the utmost reluctance that the trustees have, in any instance, in this review, made reflections upon the official action of a member of the legislature of this state, but it must be borne in mind that they too are officers of the state, and that when *their* official acts are called in question and when charges affecting *their* honor and integrity are *wantonly* made against them, they feel that it is but meet and proper that they should be entitled to the right of exhibiting the motives which impelled the accusation, and to call attention to acts upon which such motives can be predicated.

We also feel that it would not be going beyond the limits of propriety for us, under the peculiar and outrageous character of this investigation, to examine into the standing of those who have accused us of dishonesty and fraud. It is but a right that any citizen of this State would have, under similar charges, in a court of justice, but we do not consider such action necessary, or that it would have any tendency to enable Your Excellency to arrive at just conclusions regarding the matters mentioned in their report.

We are willing to stand or fall by the facts; but we feel that we have been shamefully treated by a majority of the committee, who, clothed with a little brief authority have used it not to give the public a just and impartial report, but to villify the management, asperse the character of individuals and degrade the Trustees in the estimation of the people of the State. We do not claim that the Trustees are infallible or that they have not made mistakes in judgment, but we *do* claim that the Trustees have endeavored to faithfully discharge the duties and obligations imposed upon them as guardians of the unfortunates under their charge, and that in all their transactions connected with the duties of their office they have endeavored to look to the best interests of the State.

It is not the desire of the Trustees to escape, by any system of special pleading, from any of the charges mentioned in said report, and they hereby ask an examination into, and an investigation of, each and every one of the charges mentioned therein.

We believe that we are entitled to a hearing upon these charges before judgment is passed upon us; not an *inquisition* such as has been held by the star chamber council who have passed upon our rights and who now recommend that a change be made in the Board of Trustees, and that there be a reorganization of the Hospital, in order thereby, as we believe, to foil and prevent any defense on our part, and so that we may be condemned unheard for offenses that only exist in the imagination of the committee; but we ask, and demand, at your

hands a fair and impartial hearing upon these accusations, and we believe that we can satisfy any reasonable committee that such charges are unfounded and false.

All of which is respectfully submitted.

C. T. BROWN.  
WM. SCHIMMEL.  
A. H. KERR.  
H. B. STRAIT,  
L. FLETCHER.  
FREEMAN TALBOT.

Trustees,

# EXHIBITS.

## EXHIBIT A.

STATE OF MINNESOTA, } DISTRICT COURT, NINTH JUDICIAL DISTRICT.  
COUNTY OF NICOLLET. } ss. Spring Term 1878.

May 31, 1878.

The Grand Jury of the county and state aforesaid, having carefully examined all the evidence within their reach, in the case of the death of Terence McDonough who died in the temporary Hospital for the Insane, at St. Peter, Nicollet County, Minnesota, on or about the 23d day of August, 1877, found that he, the said Terence McDonough, died soon after an attempt to forcibly administer food to him by one John Betts supervising attendant acting under the orders of Dr. J. W. Bowers, assistant in charge of the Temporary Asylum; that John Betts was assisted in said feeding by Andrew Horberg, attendant, and by two patients; that said forcibly feeding was necessary to prevent the death of the patient by starvation; that it was conducted with reasonable skill, care, and regard to the comfort and safety to the patient, and was not in itself highly dangerous to life. The Grand Jury therefore report that no cause of indictment or censure, lies against any of the above named parties or any other officer or attendant of the Asylum in this case.

May 31, 1878.

J. B. HERITAGE,  
Foreman Grand Jury.

STATE OF MINNESOTA, } ss.  
COUNTY OF NICOLLET. }

I, Lewis Swenson, Clerk of the District Court within and for said County and State, do hereby certify that I have carefully copied and compared the foregoing report of Grand Jury, with the original now on file in my office, and that the same is a true and correct transcript thereof.

Witness my hand and official seal at St. Peter, Minnesota, this 18th day of December, A. D. 1878.

LEWIS SWENSON,  
Clerk of said Court.

## EXHIBIT B.

WINONA, MINN., Dec. 2, 1878.

*Hon C. T. Brown, President Trustees of Hospital for Insane,*

DEAR SIR: Your letter of inquiry of the 30th ult. at hand. In reply would say that it is *unnecessary* to use a *double header* or *trimmer* where the joist are 8x12 inches and only 12 feet long, double bridged and not more than two or three tail joists in the header. I myself would never use more than a *single header* or *trimmer* under similar circumstances.

Yours respectfully,  
C. BOHN.

## EXHIBIT C.

*To whom it may concern:*

I hereby testify that I have been a practical bricklayer and plasterer for the last thirty years; have been a resident of Minneapolis for the last eight years; have been employed on many of the best jobs in the State; have worked under the direction of our leading architects, including Randall & Mills, of Chicago. They have never in a single instance called for marble dust, but in every instance called for hard finish, to be made of the best lime and plaster, properly compounded and well troweled. I have always given satisfaction while working under such specifications.

I would also state that iron is often used to bind brick and stone walls inside of air spaces, and is a substantial binder when properly put in.

STEPHEN JONES.

## EXHIBIT D.

MINNEAPOLIS, DEC. 13, 1878.

Plaster Paris and white lime constitutes a hard finish. I consider it better than marble dust and lime, as marble dust will turn yellow and will not make so smooth a job—no difference in cost. In laying a brick lining to a stone wall I consider iron far the best.

C. B. MOSES,

Contractor and builder.

## EXHIBIT E.

MINNEAPOLIS, DEC. 13, 1878.

Plaster Paris and white lime is what we call a hard finish, and is preferable to marble dust. Marble dust will turn yellow and plaster paris will not.

SILAS KING,

Plasterer and contractor.

## EXHIBIT F.

PHILADELPHIA, Dec. 7, 1878.

*C. K. Bartlett, Superintendent,*

DEAR SIR: Yours of 30th received, and in reply state that my object in specifying that the binding bricks should be tied to the walls by heading every seventh course, was simply as a matter of convenience, and less expensive in your case. I prefer the iron straps for binding walls together, and always introduce them where iron can be readily obtained. The advantage in the use of iron is that in case of a slight variation in the settlement of the two walls, the iron will yield accordingly; while, in the other case, the bricks will break and thus separate the walls. The stone used in the construction of the walls of your buildings are of such quality that there can be no variation in settling. However, there can be nothing injurious in the use of the iron; it is an advantage instead of an objection. With all respect, etc., etc.,

I remain yours,

SAMUEL SLOAN.

## EXHIBIT G.

MINNEAPOLIS, MINN., Dec. 14. 1878.

*Mr. H. Downs:*

SIR:—In cases of lining a stone wall with a four-inch brick wall, with intervening air space of three inches, we should favor the practice of employing a band of galvanized iron rather than brick, for the following reasons:

1st. It is more secure, as we should doubt the strength of the bonding (joint) of a brick laid two-and-a-half or three inches into a stone wall; and even were the bond secure at each end, a very slight settling would be sufficient to break the portions of bricks spanning the air space.

2d. The iron being so much smaller in section than the brick, would conduct less heat and leave the air space much less broken. In cold weather the moisture of the apartments would be very apt to collect in the plaster against the headers.

Yours, respectfully,

HAGLIN &amp; CORSER.

## EXHIBIT H.

MINNEAPOLIS, DEC. 14, 1878.

I consider the binding of a brick wall to a stone wall with iron anchors to be decidedly the best, because it stops the dampness from penetrating through.

R. C. TODD,

Contractor.

## EXHIBIT I.

ST. PAUL, DEC. 23, 1878.

*C. T. Brown, St. Peter:*

DEAR SIR:—Yours of the 30th of November came to hand. In regard to using iron straps instead of bond or tie brick in the Hospital for Insane building under our contract, the following were the causes for the change:

The State furnished us the brick which they made near the building, and we found the brick very soft and brittle, and we called the attention of the Building Committee to the fact at the time, that it would not be safe to use them for tying the walls, because the front of the walls are built of thick stone and the inside of brick, and of course the inside would shrink or settle more than the outside, and the result would be to break the tie brick. And we suggested to use the iron straps instead, although the straps cost us twice as much as the brick would; but for which we made no extra charge. The Building Committee decided to make the change and the iron straps were used in all the balance of the building, and it was admitted by all parties concerned that it made a better job than the brick would.

Respectfully yours,

BREEN &amp; YOUNG.

Grave charges having been made against the Rev. Mr. Kerr, treasurer of the hospital, and his character for integrity and honesty having been questioned by said committee, and his name held up to ridicule and reproach by certain members thereof, we the undersigned trustees take this opportunity to say that for the period of twenty-two years he has resided in our midst. He has been known.

by every member of this board as an honorable Christian gentlemen. That during said time not one word has been said, to our knowledge, derogatory to his character for honesty, integrity or trustworthiness. That during the civil war he served faithfully for three years in the Ninth Minnesota Infantry as chaplain, and was beloved, respected and honored by every soldier in the regiment, any and all of whom now living would gladly bear witness to his uniform kindness and his great sacrifices and earnest labor for those under his charge.

That for the ten years that he has been treasurer of the Hospital at least eight have been spent in active building operations, sometimes under contract, at others by employment of laborers, all of whom received their pay from the treasurer.

Quite frequently, too, funds could not be obtained in time from the State Treasurer, and various methods had to be resorted to in order to carry on the work or provide for the running expenses, requiring the constant change and borrowing from one fund to another, and sometimes the obtaining of temporary loans until the funds were forthcoming.

In view of these complications and many other of a similar nature arising out of the vast amount of business of this office, and all the minutiae incident to so large an expenditure, it is a matter of wonder to us that his business affairs are in so good condition as they are to-day. And we venture to say that there is not a mercantile house in the State doing any considerable amount of business, that a hostile committee of experts (who are not allowed to take any explanation connected therewith) going over their books for that length of time cannot find more errors and mistakes than the committee have been able to show against our treasurer.

It must be borne in mind that all this vast amount of work has been performed for a compensation varying in amount from (\$300) three hundred to (\$400) four hundred dollars per year, services for which any mercantile house in the State would have been compelled to pay at least the sum of (\$1,000) one thousand dollars per annum.

It must also be borne in mind that after a careful and searching examination of the business transacted by him and every thing connected therewith the committee have been unable to find one instance where he has endeavored in any nanner to speculate with the funds under his control or *has ever received one dollar of interest* or pecuniary benefit of any kind on account of the same. On the contrary we feel justified in saying that he has at all times exhibited the utmost care, prudence and watchfulness to protect the interests of the state and in disbursing the funds intrusted to his charge. In view of all these facts, and in consideration of the length of time in which he has been personally known by us as a man of unimpeachable character, and believing as we do that any errors or mistakes committed by him are on account of the vast amount and complicated character of the business intrusted to his charge and not by reason of any desire or attempt on his part to secure any pecuniary benefit to himself in consequence thereof, we cheerfully and gladly take this opportunity to express our entire confidence in his honesty, his integrity and his fidelity to his trust.

C. T. BROWN,  
H. B. STRAIT,  
L. FLETCHER,  
WM. SCHIMMEL,  
FREEMAN TALBOT.

We submit herewith a statement from Rev. A. H. Kerr, reviewing the committee's report relating to his management of Hospital finances.



## MR. KERR'S STATEMENT.

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### *Board of Trustees, Minnesota Hospital for Insane:*

GENTLEMEN:—It is appropriate that I report to you and through you to the Governor, upon some statements in the report of the Senate investigating committee reflecting upon me as treasurer; also upon the findings of the accountants in whose hands my books were placed.

The financial "Exhibits" of the accountants will be referred to first. In the examination of my books they adopted the proper basis, taking vouchers and books in their order, and their examination was thorough. The clerical work was done mainly by the accountants under the direction of Hon. H. M. Knox. In their findings they bring in a balance against me of \$4,024.76. I had two conferences with them during their sessions. When leaving I distinctly claimed that the \$2,054.79 of 1867 deficiency in current account should be credited to me, having been paid from funds advanced to the Steward. The vouchers therefor were rendered in 1867. During that year Dr. Samuel Shantz acted as treasurer of current fund, and reported to the Trustees at their annual meeting the receipts and expenditures. His report was examined, approved and published by the Board, prior to which it clearly appears that the expenditures were \$2,054.79 above receipts, and Dr. Shantz reported the same as a deficiency. This was paid by me as above stated from building fund loaned the Steward, to be returned from the next appropriation for current expenses. I should either have deducted this amount from cash reported on hand, or have credited myself that much in opening accounts of 1868. Only one set of vouchers for current expenses were made until about July 1-68. These were retained here for reference, hence, duplicates of current vouchers were not in St. Paul up to that time. Mr. Dryer, when called before the accountants, had all the vouchers of 1867 with him to present for their examination, but was told that they did not need them as they would deal only with my accounts. Had these vouchers been examined with my statement before them, doubtless they would have allowed that amount to my credit, and thus the discrepancy reported would have been reduced just that amount, namely, \$2,054.79.

As further evidence, the Trustees in their annual report for 1867 say: "We ask an appropriation of this amount, \$2,054.79, to cover deficiency in current expenses for the year ending December 1, 1867"; then, by action of the Board December 5, 1867, is this record: "As the appropriation for current expenses has not been sufficient to meet the expenditures during the past year, that the expense fund borrow from the building fund \$3,000 until an appropriation is made."

The following certificate further establishes my claim.

## REPORT OF MESSRS. LAMBERTON AND DONAHOWER.

ST. PETER, Nov. 15, 1878

By request of Rev. A. H. Kerr, treasurer, we have examined papers and vouchers in the hands of G. W. Dryer, steward, and the published report of the trustees of the Minnesota Hospital for Insane, for the year ending Nov. 30, 1867, and found that the receipts and expenditures for that year were as follows.

Total receipts building fund .....	\$32,746.02	
Total expenditure building fund .....		\$27,656.62
Total receipts current fund .....	18,703.40	
Total expenditure current fund .....		20,758.19
Balance on hand Nov. 30, 1877 .....		3,034.61
	<hr/>	<hr/>
	\$51,449.42	\$51,449.42
Total balance actually on hand Nov. 30, 1877,		3,034.61
Amount vouchers current funds for year 1867	20,758.19	
Over and above the amount received for that		
fund, viz: .....	18,703.40	2,054.79
	<hr/>	<hr/>
		\$5,089.40

From which it appears that instead of A. H. Kerr, treasurer, having on hand Nov. 30, 1867, \$5,089.40 in cash as per report, he had in reality but \$3,034.61 cash, the balance \$2,054.79, being in vouchers for expenditures of current fund for the year 1867; and it seems that this amount, \$2,054.79, should have been carried on to the credit of A. H. Kerr in his annual statement for the year 1868.

We have carefully examined vouchers for current fund for the year 1867 and the footings of the tabulated statement herewith and find they amount to \$20,758.19 and the vouchers correspond with said amount, except one voucher being for 13 cents more than in the tabulated statement, and in a few instances as noted where vouchers are not signed, one of which from the Pioneer Printing company, three to Dr. Shantz, for monies furnished self and to discharged patients for traveling expenses to their homes, and one or two instances where employees neglected or omitted to sign the pay rolls or vouchers for the payment of their wages.

ALFRED J. LAMBERTON,  
F. A. DONAHOWER.

[NOTE—Here follows a voluminous statement of every item of expenditure from December, 1876, to Nov. 30, 1877, which shows that at the latter date there was a deficit in the current fund for the year of \$2,054.79.]

## AFFIDAVIT OF THE STEWARD.

Mr. Kerr's statement to Gov Pillsbury closes with an affidavit of Mr. G. W. Dryer, the Hospital steward, who vouches for the accuracy of the lengthy detailed statement alluded to. This is the affidavit;

STATE OF MINNESOTA. }  
COUNTY OF NICOLLET } ss.

George W. Dryer being first duly sworn deposes and says that he is steward of Minnesota Hospital for Insane, and that as such steward he has the custody of the books of accounts and vouchers for current expenses of said Hospital—that the foregoing statement is a true and correct transcript of the receipts and disbursements of Samuel F. Shantz, as acting treasurer of current fund and steward, for the year ending November 30, 1867.

G. W. DRYER,  
Steward.

Subscribed and sworn before me this 15th day of November, A. D. 1878.

C. M. BENHAM,  
Notary Public, Nicollet County.

The \$100 charged to me in 1868, see "Exhibit D, 3." was advanced the steward for petty expenses, and is accounted for by him. In July 1868 I advanced him \$115.57 and in September \$100 more, and both were so entered on my books. The accountants seem to have taken the Sept. entry as involved in the July entry, deducting it from the current expenses of the year and charged it to me. The following plainly shows the transaction.

G. W. Dryer in account with treasurer.			
1868, June 7th, to cash,.....	\$115.57		
" Sept. 22d to cash,.....	100.00		
" By sundries petty expenses for July.....		\$41.64	
" " " " " " " August.....		89.18	
" " " " " " " September,..		58.78	
" " " " " " " October,....		40.79	
" " " " " " " November...		21.69	
Balance on hand.....		13.49	
	\$215.57	\$215.57	

All the sub vouchers for this \$215.57 are on file in the steward's office.

Attest,

G. W. DRYER,

Steward.

Thus it is evident that I am not chargeable with the \$100, as it was expended that year in petty expenses by the Steward.

I now furnish a voucher, approved by the Board, for \$222.73 charged to me in "Exhibit D, 1," called "balance from temporary building account of 1867, not carried forward."

Explanation:—This amount was in my hands from 1866, balance remaining after fitting up and furnishing, under direction of the Board, the temporary buildings in town (old stone and frame) in 1867. I was entitled to \$300 for my services, and near the close of the year I put in a voucher for \$87.50. This amount, \$222.73, was the balance due me for services including \$10.23 for petty expenses. I neglected to put in a voucher; this of course was against myself, and is now corrected. It was clearly due me, but without a voucher the accountants could not allow it. (See Exhibit A. attached.)

In footing my ledger for the year 1870, under plastering account, I made a record that \$200 was estimated as due, but the final voucher was not then put in. The accountants could not allow an estimate and it was properly excluded from their footings. My custom has been, on contracts, as payments are made, to take a voucher, and when a contract was completed and accepted, the final voucher would show the payments with dates. In this case this was omitted or the voucher mislaid. Mr. W. T. Clark, with whom the contract was made, furnishes a certificate of payment, which entitles me to a credit of \$220.44. (See Exhibit B attached.)

I also include to my credit on reported deficiency a payment to C. Bohn on contract for oak flooring, of \$300. Dec. 7, 1872, Voucher 787, omitted by accountants in their footings for that year. This payment and voucher are properly entered on my books.

The item "over payment on contract \$500." I now refer to. Memory cannot gather up at this late day the multiplied transactions of twelve years with its expenditures of almost \$1,400,000, and its 11,000 vouchers, but this item becomes very distinct by memoranda still preserved. In 1873 I am charged with this over payment, "Exhibit B." This is now fully met. In the spring of 1872 the Trustees contracted with Snyder & Damren for carpenter work amounting to

\$9,364.95. This contract extended over the balance of 1872, through 1873, and final settlement was not had until June 1874. In 1873, by voucher given, I paid them \$500 to apply on work during the progress of their contract, but not embraced therein, and for material furnished by them. On June 17, 1874, my check book shows payment of \$433.75, with voucher rendered of same date for \$346.96, leaving \$36.79 to apply on another voucher. My recollection is that on June 17, 1874, an itemized bill was rendered by S. & D. of work done and materials furnished outside of their contract, and Mr. Dryer was requested by the board to select from said bill and place on a voucher, which he did, what belonged to current expense account, and the balance be paid from building fund by me. I must have mislaid this bill. It cannot be found now. I however paid this firm as now shown by their certified acknowledgement of \$36.79; \$500 paid in 1873 and \$86.79 in 1874. This clearly appears by my books and checks. If a voucher therefor was made out at the time it is lost. I cannot find it, but the equities of the case remain, and manifestly I am entitled to this credit as bearing on the alleged discrepancies. The accountants however could not allow it without a proper voucher, (see Exhibit "C" attached.)

I claim to my credit \$109.20 charged in 1870 "Exhibit B. correct vouchers"—Voucher 624 of Nov. 28, 1870. is H. Downs' receipt for mason work. I charge myself of same date among my receipts \$109.20 for brick sold. My remembrance of the transaction is that as he was then cutting stone for Hospital use, the arrangement was that he was to be charged \$109.20 in the settlement for stone cutting. During the year 1871 at different times he was paid certain amounts and in voucher 716 all these are specified. Among the payments thus noted appears this \$109.20, and the last payment \$144.95 is in full for the entire voucher. This amount should not be charged against me, as it is involved in the final settlement of voucher 716.

I present this Exhibit:

Dr.	
To amount of discrepancy as reported by accountants...	\$4,024 76
Cr.	
By credit from 1867, as shown above.....	\$2,054 79
By voucher balance of 1866, as shown above.....	222 73
By paid Steward, petty expenses, 1868, as shown above.....	160 00
By final voucher on plastering, 1871, as shown above....	220 44
By to C. Bohn for oak lumber, 1873, omitted by accountants, as shown above.....	300 00
By payments to Snyder & Damren, 1873-4, shown above.....	586 79
By payment in settlement with H. Downs, 1871.....	109 20
By cash, building fund balance, Nov. 30, 1877.....	88 13
Balance not yet accounted for.....	342 68
	\$4,024 76 \$4,024 76

In referring to the Senate investigating committee in their dealings with me, I would say that at neither of the two interviews, when summoned before them, was Senator Edgerton present; hence, in any statements over my signature I do not reflect on him in the least.

How much the reporters of the press have reflected the words, wishes and aims of the committee the public are to judge. The following and similar pleasant announcements appeared from time to time:

"The great autocrat of the institution is and has been the Rev. Trustee, Secretary, Treasurer, Steward Kerr, who has done just about as he pleased, is the agent, tool or master of the Trustees and director general of the Hospital." "It is very evident that in money matters the same principle has governed the managers of the Insane Asylum that governed the Tweed ring in New York, though on a smaller scale."

The spirit of the Senate committee toward me has been bitter. From the beginning it would seem as if there was a studied effort on their part and through reporters, to cast odium upon me, and prejudice the public. It indeed looks as if many of the insinuations and statements were suggested by some members of the committee, and if so, the greater the outrage; at least the reporters were never rebuked by the committee, and so the statements went forth as sanctioned by them. In the various statements published, running through several months, copies of which I have preserved, about \$30,000 may be posted which the State is represented as having lost through my management of the funds, and all this before any final result was reached; but not a word of disapproval as to such statements fell from their lips. Take an illustration or two: "A clear headed business man of the committee made this remark, viz., I would willingly forfeit \$10,000 if I could not cut down the expenses \$25,000 per year from what they are at present; I am confident they can be reduced \$40,000." One of the Senators remarked, "There is not one of the Board fit to be a trustee." "From present appearances the State has been the loser by the operation to the tune of \$2,900. As the case now stands, the State has been charged twice and paid only once." The "operation" referred to was a simple transfer, by order of the Board, of the barn account from building to current fund. It really does seem as if the reporters took their statements largely from remarks made by members of the committee.

Senator Doran asked a business man of St. Peter "Is Mr. Kerr regarded in this community as an honest man?" The reply "Most certainly, I have known him these twenty years and I'll back him every time." The question shows the animus. On one occasion Mr. Smith said to me "Are all your receipts in the journal?" "yes," I replied. "Now let me give you a little advice, you will be held responsible for all your receipts." "Certainly" I replied, "that is all right, I am responsible for every dollar that comes into my hands." "Now be careful Mr. Kerr or you are ruined," and the last remark was repeated. My suspicions were roused that the committee were bound in some way to injure me, and subsequent acts, statements and insinuations by reporters or otherwise have confirmed the impressions. In reviewing their treatment of me I am reminded of the remark of an ex-Senator, "Mr. Kerr, it looks to me as if the committee in their dealing with you acted on the principal 'hang a man first and try him afterward.'" Said a prominent business man in the eastern part of the state, "The conduct of that committee is simply outrageous, they appear to act on the principle, condemn a man by insinuations and charges through reporters of their own, then try and prove them and if they cannot, condemn him still." Said a prominent Judge of the state, to a number of lawyers and business men, soon after the Senate Committee's report appeared; "Many persons reading that report would form conclusions, some one way and some another but any lawyer reading it would at once decide that it is intensely partisan and its deductions unfair." This I think is the decision of intelligent public opinion.

In the early part of the report under "financial management" reference is made to my visit to Philadelpia, in 1876, leaving the impression, indeed so stating

"it was a holiday jaunt to the Centennial and cost the state \$80." Now would it not have been more honorable and more truthful too to have stated, as the voucher shows, that the object was to attend the Medical Association, in which hospitals are represented by their superintendents and trustees from the various states and the British Provinces. The questions before that body bear largely on hospital buildings, their construction, sanitary requirements, late improvements, etc., etc. My attendance was with approval of the board. Mr. Copulin was allowed \$100 for expenses in visiting a couple of eastern hospitals to examine construction, etc, and no objection whatever was found to this by the committee.

In the early days of the hospital, when we were all novices and ignorant of the wants, management, construction and indeed every thing pertaining to the work before us, I took especial pains in every available way to inform myself that I might be fitted, so far as I was concerned, to discharge well the trust committed to us. I corresponded with superintendents of hospitals, obtained reports, plans and plates of buildings, read much on various subjects pertaining to institutions of this kind, and in the spring of 1864, without any cost to the state, went East and visited several of the best hospitals. Without the knowledge thus gained I doubt whether I would have been willing to have borne my share of responsibility in a work of such magnitude; I will here say it was with some reluctance I first accepted the appointment as one of the board and was only induced to do so by the urgent request of Ex-Gov. Swift to take his place, giving as a reason he knew no one so well calculated to look after the interests of such a work. I publicly say this to show the confidence in which I was held by one of those who knew me best.

The brick contract with Mr. Ash is severely criticised. In final settlement, the trustees purchased lumber, brick machines, wheelbarrows, tools, two shanties, etc., etc., and properly allowed him for improvements of grounds (the brick yard was on the hospital farm) all of which are specified in the vouchers. We were thus in a condition to make brick for Hospital purposes, and it was a fair purchase for which I was only responsible as one of the trustees. Mr. Ash obtained only what was just in a business transaction, and no more than that was allowed by the board, but the effort is made by the committee to cast odium upon me. They were unwilling to accept of statements from me, and so they report unfavorably and unfairly.

The committee pursued a novel course in the examination of the treasurer's accounts, commencing about 1873 working both ways, finding fault with books, contracts, vouchers, etc., as they proceeded. Opening a book with its columns of figures, numbers, postings, etc., they would exclaim, "well I cannot understand all this," and similar exclamations. Mr. Smith told me he and they would have nothing to do with the ledgers, in which all vouchers with their dates and amounts are posted to their respective subjects, and footed annually. Instead of the ledgers they would "*tabulate*" all vouchers for the twelve years. This was a big job, as there are some eleven thousand of them. Spending several weeks in "*tabulating*" and pursuing their examination on different lines, no wonder that at last they found an elephant on their hands they could not manage, and in a body asked that the books be referred to the Public Examiner with accountants and that Mr. Smith be one of them.

As to the scrip issue authorized by the Board of Trustees, it was an arrangement to meet a financial emergency. A section and return had been erected the preceding year. It was unfinished and no appropriation had been made for its completion. The State did not issue scrip, but the State did make, the succeed-

ing winter, an appropriation of \$26,169 to meet expenditures incurred. All the Senate committee need to have inquired into was this: Are these vouchers to cover that appropriation of \$26,169? if not, report the deficiency. The reasoning of the committee, their strictures and special pleadings to make a case, are all gratuitous and officious. They put a coloring upon the matter of scrip, altogether unwarranted. Gov. Austin said to the Trustees after the Legislature of 1870 failed to make the appropriation asked for, "Borrow the money if you can, or issue scrip, as you call it, and have these buildings ready for patients by next winter; and if the Legislature don't make an appropriation to help you out, I will call a special session to make provision therefor. The necessities of the case require the Trustees to prepare these buildings for patients without further delay."

The scrip was used in payment of contracts and work done and due before its issue. The only thing about this scrip and its redemption after it came into my hands that I conceive the Senate committee had anything whatever to do with, is the amount of interest paid on it. This they had a right to examine into. They might condemn the action of the Board in issuing it, but they need not cast a stigma on the treasurer who only carried out the plans of the Board. I did not pay interest on the whole amount. Nearly \$3,000 was handed the Trustees to be destroyed, on which no interest was paid. When I could control money from the current fund I used it and saved interest. Had I not done this, the State would have paid some \$400 or \$500 more for interest than was paid. Yet the committee try to make out a loss to the State.

"That the treasurer could possibly have the sum of \$1,621.16 increase over the receipts in one year without knowing it, is a matter your committee cannot understand."

Well, it is strange that any of us could have over \$1,600 in our pockets clear gain and not know it! Let me emphasize the point: The State has nothing to do with that scrip, and only with the appropriation for deficiency for that year.

I explained to Senator Doran how the deficiency of \$2,054.79 of 1867, when Dr. Shantz acted as treasurer of current fund, was paid by money loaned the Steward. Mr. Smith, sitting near by, heard the statement I suppose, but neither of them were magnanimous enough even to refer to it, and in making up their report permit me to be charged with that amount.

The provocation has been great and persistent. Words can scarcely characterize the unfair spirit and course of the majority of the committee toward me. As an instance take the purchase of the meadow land of Mr. A. Pettis. I testified before the committee that the verbal agreement was, that in the exchange of lands there were fifty acres, a fraction more or less, for which we were to pay \$30 per acre, and Mr. Pettis was to receive therefor \$1,500. This was paid by the Steward as per my statement to him. Upon measurement there was a fraction less than fifty acres, but this did not alter the price to be paid. The committee however are very severe on me for not holding back \$12.75 for the fraction less. Not only then, but at other times, doubts were cast upon explanations and statements made by me. The affidavit of Mr. A. Pettis to the above facts can be had at any time. When the committee were here and Mr. Pettis's testimony could be had any day, they did not call for it because, as I suppose, they did not want it.

The animus of the committee is again shown in this: Senator Doran met me on the street in St. Paul and asked; "what position do you hold in Rochester?" I replied, "the trustees appointed me to superintend the construction of a building, also the completion of the buildings now up and have them ready and furnished for patients as soon as possible."

Now for the sequel. The committee say, "We find by reference to the vouchers for October of this year, that \$333.38 have been expended for a horse and buggy and harness. Why the state should be called upon to pay for Mr. Kerr's private equipage the committee cannot understand. It is not reasonable to suppose that in the line of his duty at Rochester such an outfit was at all necessary." All I need say is, with an institution one and a half miles from the city and over two miles from the depot, with a correspondence of several hundreds of communications by letter and telegraph, with freight and freight bills to attend to, with furnishing of all kinds and consultations with business men of Rochester, in regard thereto, it certainly would be doubtful economy to depend on livery, and even more to have footed it back and forth two or three times a day. The furnishing of a horse and buggy was a necessity, and was done by approval of the board who do "*understand*" my duties and requirements. A censorious and fault-finding spirit with every thing and any thing the managers of the Hospital do, appears to govern the committee more than a true spirit of economy.

I would say a word in regard to accountants, and note a few experiences I have had since engaged in this Hospital work. In one instance a State officer, with whom I had business, notified me I had made a mistake of \$2,000. I examined my accounts carefully and could not find it, and so reported. He afterward discovered it to be his own mistake. Such was the result also of another party of \$1,000. A few years ago I was called before the committee on Public Accounts at St. Paul to explain an alleged discrepancy of \$700 in vouchers rendered, only to find the mistake to be one by the expert employed. At another time I was called before the committee on Public Accounts to explain another alleged discrepancy of \$430. On arriving at St. Paul I immediately went with my books to the accountants' room, was informed by the expert that he had carefully tabulated the vouchers for the year, had spent five days on the accounts, and was certain there could be no mistake. I gave him my books and I took his tabulated statement. In the first column I found an error of \$300, in another, \$30. I went to dinner, and when I returned he had himself found the other \$100, and frankly acknowledged his error to the chairman of the committee, in my presence. He offered to pay my expenses to St. Paul and return, which offer I did not accept. Experts even may make mistakes.

As to the value of some testimony before the Senate committee, let the following suffice:

I was criticised very severely, and Senator Morton was indignant at the price paid Clark & Ray, in 1866, for plastering, three-coat work, at 50 cents per yard. It also included removing old plastering and ceiling. "It was outrageous swindling and (Mr. Morton) would prove it by Mr. Couplin an experienced plasterer." Mr. Couplin testified that three-coat work was then worth about 40 cents, and this was all sufficient. "There, Mr. Kerr, that proves the way you acted, practically cheating the State," exclaimed the Senator. In reply I said: This was in 1866, just after the war; prices for labor and material were high, and I had the work done at the lowest price then offered. I remembered, however, that about that time the Commissioners of Nicollet county had the court house in St. Peter plastered, three-coat work, and contracted therefor at 65 cents per yard, and Mr. Couplin was the contractor. I asked Mr. C.: Did you not charge 65 cents per yard? "Yes; that is what I received." Nothing more was said about plastering. This tells the story as to the value of impartial testimony from one who, for years, has been finding fault with the officers and management of the Hospital.



In the committee's report frequent allusion is made in complimentary terms to the Steward. It seems they wished to draw a marked contrast between the Treasurer and Steward. The treasurer fully appreciates Mr. Dryer as do all the Board. He is employed at a proper salary, but none too large, for his duties are arduous, and with office conveniences gives his time to Hospital work. He is held to a strict account by the treasurer for all money placed in his hands.

For all the labor and responsibility connected with my work I have not been furnished with either office, nor desk, nor clerk, nor assistance of any kind, nor rent, nor fuel or lights. My library has been open for twelve years for the transaction of business and often crowded with men seeking settlements. As treasurer with its responsibilities, negotiation of funds and necessary transfers from one fund to the other; also as secretary, conducting a large correspondence, preparing of contracts, keeping all records of trustees' meetings and those of the building committee too, I have received part of the time \$300 and part \$400, in all about \$400 per year. The law requires that the treasurer shall be a member of the board and it is certain no one could have been procured outside the board to do all this work for less than \$1,200 per annum.

I have accounted for nearly the whole of the alleged deficiency, and whatever is due I will pay whenever the board or the state demands it. My books have been in possession of the Senate Committee about four months and were only returned by special request some three weeks ago, thus giving me a very limited time to examine them and that too at the close of the year when I am pressed with other work. Could I have looked over books and vouchers carefully, checks and stubs I might have reduced the amount still more, perhaps altogether. If in all these years I have paid out money without taking a voucher, (and nothing but a voucher will answer), the loss is mine of course. Whatever the real discrepancy may be it has not enured to my benefit. In what are termed double vouchers, unless it be in one instance, I am satisfied in my own mind, that no money was paid out above the proper amount. When I first saw the printed report I supposed the \$520.54 of receipts for private patients charged to me should be placed to my credit, but I find it was properly enrolled and placed to my credit in 1868. In the review I feel indignant and properly so at the spirit and course of the majority of the Senate Committee toward me.

Gentlemen of the board, you have known me well these many years and in presenting the above statement I am thankful I have had your fullest confidence and sympathy in all the phases of the trying ordeal through which I have been passing.

Respectfully submitted,

A. H. KERR.

# EXHIBITS.

## EXHIBIT A.

### MINNESOTA HOSPITAL FOR INSANE.

	To A. H. Kerr,	Dr.
Nov. 30, 1867, To Salary for the year 1867,.....		\$300 00
" " " Petty expenses.....		10 28
		<u>\$310 28</u>
" " By cash, see voucher No. 97, being balance of salary for the year,.....		87 50
		<u>\$222 73</u>

For the year 1867, my salary was \$300. After disbursements of 1866, filling up temporary buildings in town, \$222.73 remained in my hands, cash balance of 1866, and became part of my salary for 1867, but no voucher was put in through inadvertance on my part, and is now corrected.

St. Peter, December 18, 1878.

A. H. KERR.

Received of the Treasurer of the Minnesota Hospital for Insane, Two Hundred and Twenty Two and Seventy Three one hundredths Dollars, in full of the above account. St. Peter, December 18, 1878.

\$222.73

A. H. KERR.

## EXHIBIT B.

## MINNESOTA HOSPITAL FOR INSANE,

To Wm. T. Clark, Dr.

Under contract made with the Board of Trustees, April 5, 1869.

To 11,285 yards plastering @ 16 cents.....	\$1,805 60
To 21 centres @ \$5.....	105 00
To 4,736 yards plastering @ 20 cents.....	947 20
To 619 yards plastering @ 6 cents.....	37 14
To 97½ squares slating @ \$3.....	292 50
	<u>\$3,187 44</u>

## PAYMENTS.

May 16, 1869.....	\$400 00
June 2, 1869.....	400 00
July 3, 1869.....	500 00
July 22, 1869.....	200 00
Sept. 25, 1869.....	105 00
Oct. 23, 1869.....	100 00
Oct. 23, 1869.....	300 00
Dec. 11, 1869.....	200 00
Jan. 18, 1870.....	200 00
Feb. 19, 1870.....	20 00
March 23, 1870.....	500 00
Nov. 30, 1870.....	42 00
Jan. 16, 1871.....	220 44
	<u>\$3,187 44</u>

STATE OF MINNESOTA, }  
COUNTY OF NICOLLET. } ss.

William T. Clark, being first duly sworn, deposes and says that he is the payee mentioned in the above bill and did the plastering and other work therein specified, on contract for the Minnesota Hospital for Insane, for the years 1869 and 1870, and received at different times on said contract from said Hospital payments as above specified.

W. T. CLARK.

Subscribed and sworn to before me this 24th day of December, A. D. 1878.

C. M. BENHAM,

Notary Public, Nicollet County, Minn.

# EXHIBIT C.

Statement of A. H. Kerr, Treasurer, to accompany Snyder & Damren's voucher for \$586.79.

I find that in 1873 I paid Snyder & Damren \$500 above their carpenter contract of \$9,364.95 to apply on work not embraced in their contract and for materials furnished. The original bill has been mislaid and the contractors at this late day cannot give the exact places where each day's work was done, but the work involved rail track for cars, floor food cars, iron rails, hardware, lumber and materials furnished, dumb waiters, changes in building, etc., etc., under direction of the chairman of Building Committee. An itemized bill was made out in 1874, covering more than two years from which the Steward was directed by the board to select what belonged to current expense and the balance to be paid from building fund by me. The Steward did this June 17, 1874. On same day I settled with Damren & Snyder and my checks show payment of \$433.75 with voucher rendered of same date for \$346.96 leaving \$86.79 to apply on another voucher. My recollection is that at my leisure I would make out final itemized voucher, but it was overlooked and bill mislaid. I cannot find it. If a voucher was made out it has been lost and no entry is made on my books. Their voucher now rendered for amount paid \$586.79 is just what my books and checks show and I am confident no money was paid them but what was justly their due.

• St. Peter, December 18, 1878.

A. H. KERR.

## MINNESOTA HOSPITAL FOR INSANE,

To Syder & Damren Dr.

To carpenter work done, lumber and materials furnished for work, outside of our contract, during the years 1872, 1873 and 1874, under direction of Dr. C. K. Bartlett, chairman of Building Committee, amounting to.....	\$586 79
On above bill we received, in 1873, cash.....	\$500 00
June 17, 1874, cash .....	86 79
	<hr/> \$586 79

STATE OF MINNESOTA, }  
COUNTY OF NICOLLET. } ss.

John J. Snyder and Benjamin R. Damren, being first duly sworn, each for himself deposes and says that they, during the years 1872, 1873 and 1874, were carpenters doing business under the firm name of "Snyder & Damren," that the above bill is for work done for, and lumber and materials furnished to the Minnesota Hospital for Insane during said years, outside of any of their contracts with said Hospital, and that said bill was paid as above specified.

J. J. SNYDER,  
B. R. DAMREN.

Subscribed and sworn to before me this 24th day of December, A. D. 1878.

C. M. BENHAM,

Notary Public, Nicollet County, Minn.